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Permanent Court of Arbitration at The Hague

UNITED STATES-VENEZUELAN ARBITRATION

PROTOCOL OF FEBRUARY 13, 1909

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The Counter Case

OF

The United States of America

ON BEHALF OF THE

Orinoco Steamship Company

AGAINST

The United States of Venezuela

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With Appendix

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WASHINGTON

GOVERNMENT PRINTING OFFICE

1910





COUNTER CASE OF THE UNITED STATES ON BEHALF OF THE ORINOCO  
STEAMSHIP COMPANY AGAINST THE UNITED STATES OF  
VENEZUELA BEFORE THE PERMANENT COURT OF  
ARBITRATION AT THE HAGUE.

INTRODUCTORY STATEMENT.

*Changes of Dates.*

The date originally fixed by the protocol of February 13, 1909, for the meeting of the two arbitrators chosen by the two Governments for the selection of the umpire was changed by the mutual consent of the two Governments to January 5-15, 1910.<sup>a</sup> Subsequently, at the request of the Government of Venezuela the date for the meeting of the two arbitrators for the selection of the umpire was still further postponed, and by virtue of notes exchanged between the two Governments January 17, 1910, was fixed for February 15, 1910.<sup>b</sup> Further at the request of the Government of Venezuela the date for the exchange of the counter cases was postponed to June 1, 1910, and pursuant to an agreement between the Agents of the United States and of Venezuela, the date for the meeting of the Arbitral Tribunal was fixed for September 20, 1910, it being also stipulated that the Tribunal is to meet and organize on this date and that the arguments shall proceed immediately upon the organization of the Tribunal and continue without delay until finished.<sup>c</sup>

*The Scope of Case and Counter Case.*

Article VII of the Protocol of February 13, 1909, under which the Orinoco Steamship case is submitted to this Honorable Court, reads as follows:

“Within eight months from the date of this Protocol, each of the parties shall present to the other and to each of the members

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<sup>a</sup> For text of the notes of September 13 and 14, 1909, effecting this change, see United States Case, Appendix, I: 18-20.

<sup>b</sup> For texts of the notes exchanged between the Minister of the United States at Caracas and the Minister for Foreign Affairs of Venezuela January 17, 1910, see United States Counter Case, Appendix, pp. 5 to 7.

<sup>c</sup> For notes in this sense exchanged between the American Minister at Caracas and the Venezuelan Minister for Foreign Affairs of February 24, 1910, see United States Counter Case, Appendix, pp. 7 to 9.

of the arbitral tribunal, two printed copies of its case, with the documents and evidence on which it relies, together with the testimony of its respective witnesses."

"Within an additional term of four months, either of the parties may in like manner present a counter case with documents and additional evidence and depositions, in answer to the case, documents, evidence and depositions of the other party."

"Within sixty days from the expiration of the time designated for the filing of the counter cases, each Government may, through its Representative, make its arguments before the arbitral tribunal, either orally or in writing, and each shall deliver to the other copies of any arguments thus made in writing, and each party shall have a right to reply in writing, provided such reply be submitted within the sixty days last named."

The last paragraph of Article X of the Protocol reads as follows:

"The arbitral tribunal shall meet at The Hague twelve months from the date of this Protocol to begin its deliberations and to hear the arguments submitted to it. Within sixty days after the hearings are closed its decisions shall be rendered."

It will be observed that these provisions require, first, the presentation on the part of each Government of a "case, with the documents and evidence on which it relies, together with the testimony of its respective witnesses." Secondly, they *permit* the presentation of a "counter case with documents and additional evidence and depositions, in answer to the case, documents, evidence and depositions of the other party," and, thirdly, they also entitle each Government to "make its arguments before the Arbitral Tribunal, either orally or in writing."

The view of this Government as to the function of the case under the protocol was indicated in the introductory statement to the Case of the United States.<sup>a</sup>

As the United States understands these provisions, the function of the "case" is analogous to that of the declaration or complaint in municipal law, namely, to set forth the facts and circumstances upon which each Government bases its position. It is accompanied by and explanatory of the documents and evidence upon which it relies. The counter case, under this view, consists mainly of a simple statement of the facts relied on to answer the case and evidence of the other party, and is accompanied, in turn, by the documents upon which it is based. It should also, so far as practicable, notice the points of agreement between the two

<sup>a</sup>See United States Case, p. 6. "The statement (the case) will be narrative in form and generally chronological in arrangement, and no effort will be made at this time to argue the law or marshal the facts."

Governments, indicate any questions which may have been raised by the case of the opposing Government which are not believed to be material, and define as clearly as may be the issues of law and fact which are to be argued before the Court. The discussion of these latter questions is reserved for the printed and oral arguments, which afford ample opportunity for the citation of authorities and the discussion of principles, and for marshalling the facts and drawing the inferences therefrom. Such is the view of the United States.

Furthermore, as was pointed out in the introductory statement prefixed to the Case of the United States, the United States believes that it is necessary to have a thorough understanding of the merits of the questions presented to the umpire of the Commission of 1903 before it is possible to determine whether or not he decided those questions "upon a basis of absolute equity, without regard to objections of a technical nature, or of the provisions of local legislation," or whether, as is contended by the United States, his decision disregarded the limits of the protocol, from which alone he drew his authority, and suffers from numerous and essential errors of law and fact, which require its revision. The United States adheres to the view already expressed.

#### *The Venezuelan Case.*

It appears, however, from an examination of the case of the United States of Venezuela, that in addition to the clear exposition of facts from the Venezuelan viewpoint therein contained, the greater portion of the Venezuelan case consists in argument of the various questions of law and fact believed by the Honorable Agent of Venezuela to be involved in the case to be decided. Moreover, much of this argument is directed against positions attributed to the United States and interpretations which the Venezuelan Agent seeks to place upon the instructions of Secretary Root to the American Legation in Venezuela of February 28, 1907,<sup>a</sup> positions and interpretations for which, it is hardly necessary to say, the United States is in no wise responsible and which in great part this Government does not accept.

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<sup>a</sup> For excerpts from these instructions, see United States Case, pp. 48-53; Venezuelan Case, Documents, pp. 117-128; for full text of the instructions, see United States Case, Appendix, II: 766-797.

All references to the Venezuelan case, unless otherwise stated, are to the French text.

On the other hand, certain positions vigorously contended for in the Venezuelan case on behalf of Venezuela and fortified by the citation of authorities have always been accepted by the United States and will not now be disputed by this Government, as will clearly appear at the proper time.

Moreover, the Venezuelan case deals separately with the two questions which are submitted to the Tribunal for decision, namely, (a) the question as to the revision of the Barge award, and (b) the question upon the merits.

Notwithstanding the temptation held out by the Venezuelan case to embark upon the argument at this stage, the United States believes that both the provisions of the protocol and the necessities of an orderly presentation of the case require that the United States should follow the line which it has marked out, leaving the discussion of the questions of law and fact, which a consideration of the Venezuelan case and counter case shall show to be finally in dispute, for the written and oral arguments provided for by the protocol.

#### MATTERS OF AGREEMENT.

##### (1) *The Doctrine of Res Judicata.*

The United States is in general agreement with the doctrine stated in general terms on page 18 of the Venezuelan case that an "award duly rendered by a court of arbitration has the force of *res judicata* with respect to the matter decided."<sup>a</sup>

It will be recalled that this was one of the principal propositions which the United States contended for before this Court in the Pious Fund Case, and that this proposition was affirmed by the Tribunal in that case in the following language: "Considering that this rule (*res judicata*) applies not only to the judgments of tribunals created by the state, but equally to arbitral sentences rendered *within the limits of the jurisdiction fixed by the compromis.*"<sup>b</sup>

<sup>a</sup> See Venezuelan Case, p. 18. "Nous avons déjà dit que la sentence rendue régulièrement par un tribunal d'arbitrage, a, sur la matière résolue, la force de la chose jugée."

<sup>b</sup> See *Recueil des actes et protocoles concernant le litige du "Fonds Pieux des Californies" soumis au tribunal d'arbitrage constitué en vertu du Traité conclu à Washington le 22 mai 1902 entre les États-Unis d'Amérique et les États-Unis Mexicains*, published under the auspices of the International Bureau of the Permanent Court of Arbitration at The Hague, 1902, p. 109: "Considérant que cette règle ne s'applique pas seulement aux jugements des tribunaux institués par l'Etat, mais également aux sentences arbitrales rendues dans les limites de la compétence fixées par le compromis."

See also Appendix to the Foreign Relations of the United States for 1902, p. 17.

It may not be amiss in this connection to requote a line or two from each of the passages from international law writers quoted in the Venezuelan case in support of this well established principle.

*Pradier-Fodéré.* "It is true that their decision (the decision of arbitrators) rendered *within the limits of the compromis and of the authority which has been conferred upon them* binds the contending nations for the same reasons and under the same conditions as treaties."<sup>a</sup>

*Bonfils.* The parties to an arbitration "must execute the judgment \* \* \* \* \* They have pledged one another to do so in the *compromis concluded and drawn up by them.*"<sup>b</sup>

*Mérignhac.* "An award duly rendered *within the limits of the compromis* decides the question between the parties in a final manner."<sup>c</sup>

*Calvo.* "Moreover, the decision of an international court *within the sphere of its authority*, as Mr. Bancroft Davis, in his notes on the treaties of the United States, shows from the constant practice of nations, is conclusive and final."<sup>d</sup>

*Mérignhac.* "\* \* \* The history of arbitration affords no instance of a refusal to accept an award rendered by the arbitrator *within the limits of the powers conferred upon them.*"<sup>e</sup>

It would thus appear that the passages from international law writers quoted in the Venezuelan case merely state the doctrine laid down by the Tribunal in the Pious Fund case in requiring that an arbitral decision should be pronounced in accordance with the terms of the *compromis* in order for it to be valid and binding on the parties to the arbitration. The authorities on this point will be set forth at length in the argument of the United States.

<sup>a</sup> See Venezuelan Case, p. 19. "Il est certain que leur décision prononcée dans les limites du compromis et du pouvoir qui leur a été conféré, oblige les Etats contendants par les mêmes raisons, et aux mêmes conditions que les traités."

<sup>b</sup> See Venezuelan Case, p. 20. "Ils doivent exécuter le jugement \* \* \* \* \* Ils en ont pris l'un envers l'autre l'engagement dans le compromis par eux conclu et formé."

<sup>c</sup> See Venezuelan Case, p. 20. "La sentence dûment prononcée dans les limites du compromis, décide la question entre les parties d'une façon définitive."

<sup>d</sup> See Venezuelan Case, p. 21. "Bien plus, la décision d'un tribunal international, dans la sphère de son autorité, ainsi que M. Bancroft Davis, dans ses notes sur les traités des Etats-Unis, le fait ressortir de la pratique constante des Etats, est concluante et définitive."

<sup>e</sup> See Venezuelan Case, p. 22. "L'histoire de l'arbitrage ne nous offre point d'exemple du refus d'accepter une sentence rendue par l'arbitre dans la mesure des pouvoirs à lui conférés."

(2) *International Awards are Subject to Revision in Certain Cases.*

The United States finds itself once more in agreement with the statement on page 22 of the Venezuelan Case that "it is true that notwithstanding the fact that arbitral awards have the force of *res judicata*, international law recognizes some causes which warrant their annulment."<sup>a</sup>

(3) *Mere Error is not a Ground for Revision.*

The Venezuelan case proceeds to cite *Bluntschli*,<sup>b</sup> *Pradier-Fodéré*,<sup>c</sup> and *Calvo*<sup>d</sup> to the effect that the mere fact that an arbitral award is erroneous is not in itself sufficient ground for setting it aside. To this well-known proposition the United States also gives its assent.

## THE CONTENTIONS OF THE UNITED STATES.

The United States in this case accordingly requests this Honorable Tribunal to set aside the decision rendered by Dr. Barge not because the decision is believed to be erroneous, but "on account of its clear and palpable disregard of the terms of the submission and the numerous and essential errors of law and fact upon which it is founded."<sup>e</sup>

It will be the duty of the United States upon the written argument to convince the court that the grounds which it has assigned justify its demand for revision and that the facts of the present case bring it within the scope of the grounds assigned.

## LA ABRA AND WEIL CASES.

On pp. 32-39 the Venezuelan Case discusses two instances of the revision of arbitral awards by the Government of the United States, namely, the revision of the La Abra and Weil awards of the United States and Mexican Claims Commission of 1868, and the revision of the awards of the United States and Venezuelan Commission sitting under the Convention of 1866. It is not within the purview of the counter case, as understood by the United States, to follow the Venezuelan Agent in his examination of these cases,

<sup>a</sup> See Venezuelan Case, page 22. "Il est certain que, malgré l'autorité de la chose jugée dont jouissent les arrêts d'arbitrage, le *Droit International* reconnaît quelques causes qui en entraînent l'annulation."

<sup>b</sup> See Venezuelan Case, p. 26.

<sup>c</sup> *Ibid.*, pp. 26-27.

<sup>d</sup> *Ibid.*, p. 27.

<sup>e</sup> See United States Case, p. 54.

but in the interest of historical accuracy in regard to a matter in which the honor of the United States is concerned, it is thought proper to point out the incompleteness of the statement contained in the Venezuelan case in discussing the revision of the La Abra award. The Venezuelan case uses the following language: "The Secretary of State expressed the opinion that a revision of the award was necessary and just, and accordingly Congress ordered the Court of Claims to try the case, and if the examination showed that the award was the result of fraud and swindling on the part of the claimant company, to annul it and to declare the claim of the company unlawful, in which case the President of the American Union was to restore to Mexico all sums that had not yet been distributed."<sup>a</sup>

This is, indeed, a correct statement of the original act of Congress of December 28, 1892,<sup>b</sup> sending the La Abra case before the Court of Claims for revision. And in accordance with the decision of the Court of Claims and the Supreme Court<sup>c</sup> and in pursuance of the provisions of the Act of December 28, 1892, \$403,030.08, representing the payments by Mexico in the La Abra case which had been received and retained by the United States pending the final decision as to the revision of the award was returned to Mexico,<sup>d</sup> and in like manner \$287,833.77 was returned on account of the payments already received and retained by the United States Government in the Weil case.<sup>e</sup> Subsequently, however,

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<sup>a</sup> See Venezuelan Case, p. 35: "Le Secrétaire d'État se prononça dans le sens de la nécessité et de la justice de la revision de l'arrêt; aussi le Congrès disposa-t-il que la Cour des réclamations devait prendre connaissance de l'affaire; et si l'examen établissait que la sentence était le résultat de la fraude et des machinations frauduleuses de la Compagnie réclamante, la Cour annulerait et déclarerait sans fondement la réclamation de la Compagnie, et le Président de l'Union américaine restituerait au Mexique les sommes qui n'auraient pas encore été distribuées."

<sup>b</sup> 27 Stat. at Large, 409; for act making similar provision in the Weil case, see 27 Stat. at Large, 410.

<sup>c</sup> United States vs. La Abra Silver Mining Company, 1894, 29 Court of Claims, 432; 1897, 32 Court of Claims, 462; on appeal to the Supreme Court, La Abra Silver Mining Company vs. the United States, 1899, 175 U. S., 423. See also U. S. vs. Weil, 1894, 29 Court of Claims, 523.

<sup>d</sup> See notes exchanged between Secretary Hay and the Mexican Ambassador, M. de Azpiroz, March 28, 1900, Foreign Relations of the United States, 1900, pp. 781-782.

<sup>e</sup> See notes exchanged November 10 and 12, 1900, between Secretary Hay and the Mexican Ambassador, Foreign Relations of the United States, 1900, p. 783.

the Congress of the United States appropriated from the Treasury of the United States the amount necessary to repay Mexico for the installments which had already been paid over to the claimant in the La Abra and Weil cases, \$412,572.70.<sup>a</sup>

MATTERS PERTAINING TO THE MERITS.

(1) *The Exclusive Franchise.*

A comparison of pp. 45-56 of the Venezuelan Case with the corresponding portion of the Case of the United States discloses a complete divergence of view between the two Governments with regard to the nature of the concession held by the claimant company and its predecessors for navigation between Trinidad and Ciudad Bolivar via the Macareo and Pedernales channels of the Orinoco. In substance the issue is as follows: The United States affirms and Venezuela denies that articles 6 and 12 of the Grell contract, together with the provisions of the Decree of 1893, conferred upon the concessionaire an exclusive franchise for navigation between Trinidad and Ciudad Bolivar via the Macareo and Pedernales channels during the life of the Grell contract and its extension by virtue of the resolution of May 10, 1900, subject to the right of the Venezuelan Government to terminate this franchise at an earlier date by finally designating the ports at which merchandise from abroad should be transshipped, and making the requisite installations (Article 12).

The propositions of law and fact upon which the United States relies to establish this position, together with the authorities and evidence upon which they are based, will be fully presented to the Tribunal, and the arguments advanced on behalf of Venezuela will be examined and discussed in the written and oral arguments of the United States. This discussion will not be needlessly anti-

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<sup>a</sup> See notes exchanged between Secretary Hay and the Mexican Ambassador March 6 and 7, 1902, United States Counter Case, Appendix, pp. 93-95; see also the argument of Honorable William L. Penfield before the Permanent Court of Arbitration in the Pious Fund Case, reported in Appendix II, Foreign Relations of the United States, 1902, pp. 798-817.

The failure of the Venezuelan case to mention this complete repayment of all sums received from Mexico is doubtless due to the fact that the article of Mr. Mérignhac, to which the Venezuelan Agent refers as the source of his information in regard to this matter, was published before the enactment of the law of December 28, 1892.

For a very able summary of a number of the cases in which the United States has voluntarily revised awards in its favor, see the Note of the Venezuelan Minister for Foreign Affairs to the Belgian Chargé d'Affaires of March 22, 1904, United States Case, Appendix, II, pp. 907-916; English translation, 916-926.



pated here. It does, however, seem advisable to call attention to two statements in the Venezuelan case, to which Venezuela appears to attach great importance as bearing upon the exclusiveness of the company's franchise, statements, however, which the United States not only can not accept as accurate, but which are believed to be entirely irrelevant to the proper understanding and solution of the questions at issue. The first of these is the statement that the navigation between Trinidad and Ciudad Bolivar via the Macareo and Pedernales channels of the Orinoco River, which the concessionaire was authorized to carry on by virtue of article 12 of the Grell contract, was not foreign commerce. This proposition is several times put forward in the Venezuelan case both expressly and impliedly. It is perhaps most clearly stated in the following passage:

"The real explanation of this Article XII is as follows: Some of the steamers coming from the United States and Europe end their voyage at Curaçao or Trinidad, and when they bring merchandise for Venezuela this merchandise is transshipped there to be conveyed to the Venezuelan ports to which it is consigned. The vessels of the English company which came to the Antilles in question performed this service and of course earned this freight. Now, such service is not foreign commerce."<sup>a</sup>

In the opinion of the United States this service, whether considered in the light of the ordinary meaning of the words "foreign commerce" or in view of the express language of the decree of 1893, is properly designated "foreign commerce."

It is confidently submitted, however, that once it is admitted as it is expressly admitted in the foregoing passage from the Venezuelan case, that this business was done by virtue of Article XII of the Grell contract, it makes no difference whether it is properly called foreign commerce as far as the question of the exclusiveness of the concession or any other issue before this court is concerned.

The specific admission in the Venezuelan case of the fact that the company by virtue of Article XII of the Grell contract was enabled to do the transshipment business between Trinidad and

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<sup>a</sup> See Venezuelan Case, p. 52. "La véritable explication de cet article 12 est celle-ci: quelques-uns des vapeurs venant des Etats-Unis et d'Europe terminent leur voyage à Curaçao ou Trinidad et, quand ils apportent des marchandises pour le Vénézuéla, celles-ci sont transbordées là-bas pour être dirigées sur les ports vénézuéliens auxquels elles sont destinées; les navires de la Compagnie anglaise qui arrivaient aux Antilles mentionnées faisaient ce dernier service et en gagnaient naturellement le fret. Or, un tel service n'est pas du commerce extérieur."

Ciudad Bolivar and to "earn this freight" is all important. The views of the Venezuelan agent as to what this trade should be called are unimportant, except for the purpose of endeavoring, if possible, to reach a common terminology, or at least a clear conception of our differences as to terminology so as to understand one another and to avoid taking up the time of the court by a discussion of words rather than things.

It is for the destruction of this business, whatever it be called, which the company did do under the Grell contract, and which it claims it had the exclusive right to do, that the United States claims damages. The justice of this contention depends upon the proper construction of the Grell contract, and is in no wise effected by the name given the business done by virtue thereof.

The other statement in the Venezuelan case, to which it is deemed appropriate to draw the attention of the court in this connection, is as follows:

"Since 1882 that has been a law in force in Venezuela which provides that products, merchandise, and goods coming from foreign colonies and imported through the ports of the Republic opened up to import trade shall pay 30% additional over and above the duties paid in each manifest (Law of June 4, 1881—Collection of Laws and Decrees of Venezuela, Law 9, No. 2332). This law is reproduced in the Code of Hacienda now in force (Law 19, Article 1)." <sup>a</sup>

This is not the understanding of the United States as to the Venezuelan law imposing the 30 % surtax.

It is submitted on behalf of the United States that the Law of 1881 was expressly and materially amended in 1883 so as to exempt goods coming from the United States and Europe and transshipped at Trinidad from the 30 % surtax, and that this surtax was never imposed on such goods transshipped at Trinidad, except for a short time from 1904 to 1906, after the claimant company had been driven out of business; that the law of 1881 differs materially from the present law; and that at the present time no such surtax on transshipped goods exists.

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<sup>a</sup> See Venezuelan Case, p. 53. "Depuis 1882 est en vigueur, au Vénézuéla, une loi qui dispose que les denrées, marchandises et effets provenant des colonies étrangères, et qui sont introduits par les ports de la République ouverts à l'importation, paieront un trente pour cent additionnel sur les droits qui sont liquidés dans chaque manifeste. (Loi du 4 juin 1881, "Recopilación de Leyes y Decretos de Venezuela," Tome ix, no. 2.332). Et cette loi se trouve reproduite dans le Code des finances qui est actuellement en vigueur (Loi xix, art. 1)."

Reference is made in this connection to the various decrees and laws modifying the law of 1881, which are set forth in the Appendix to the Counter Case of the United States.<sup>a</sup>

But even if the 30% surtax had applied to transshipped goods, it would be perfectly immaterial. If the surtax had been imposed, it might and, indeed, it would have reduced the quantity of the business done, but it would have had no tendency to prove that the franchise under which the business was done was not exclusive.

Moreover, the Venezuelan case, far from denying, expressly admits, as above noted, that the object of Article XII of the Grell contract was to enable the Orinoco Shipping and Trading Company to carry goods transshipped at Trinidad to Venezuela, and that the company in fact "rendered this service" and "earned this freight." It in no wise affects the merits of this case whether the merchandise admittedly carried, on which the company "earned this freight," did or did not pay the surtax.

It is therefore submitted on behalf of the United States that the contentions of the Venezuelan case as regards the proper use of the words "foreign commerce" and as regards the state of the Venezuelan law as to the 30% surtax are incorrect, and, furthermore, that even though both of these contentions were correct they would be entirely immaterial as regards the real merits of this case.

It will remain for the United States upon the argument to discuss the questions of law and fact which are believed to be involved in the proper construction of the Grell contract and the Decree of 1893.

The contention of the United States is that, properly construed, the contract and the decree convey an exclusive franchise for navigation between Trinidad and Ciudad Bolivar via the Macareo and Pedernales channels of the Orinoco River during the life of the Grell contract and its extension by virtue of the Resolution of May 10, 1900, subject to the right of the Venezuelan Government to terminate this franchise at an earlier date by finally designating the ports at which merchandise from abroad should be transhipped and making the requisite installations.

(2) *The Settlement of May 10, 1900.*

One other question going to the merits of the case presented by the United States is discussed in the Venezuelan Case, and it

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<sup>a</sup>See United States Counter Case, Appendix, pp. 19-48.

appears that as to this question the two Governments are squarely at issue as to the facts.

Reference is made to the agreement of settlement of May 10, 1900, between the Venezuelan Executive, acting through the Minister of the Interior, and Richard Morgan Olcott, Managing Director of the Orinoco Shipping and Trading Company. As will be observed from the discussion of this matter in the Venezuelan case (pp. 81-83), Venezuela takes issue with the contention of the United States,<sup>a</sup> that the contract signed by Dr. Quintero, Acting Minister of the Interior, and Mr. Olcott on May 10 and the decree prolonging the concession for six years, signed at the same time and place by Dr. Quintero, were part and parcel of one complete transaction of settlement, whereby the prolongation of the concession was granted as the principal consideration for the relinquishment of over half a million dollars worth of claims, as provided by the contract. The evidence upon this point will be marshalled and discussed at the appropriate time in the arguments of the United States.

#### VENEZUELA'S TECHNICAL DEFENCES.

##### *The question of the assignment.*

The Venezuelan Case states that the first plaidoyer is devoted to showing that the decision rendered by the umpire of the Mixed Commission of 1903 was valid, while the second plaidoyer goes to show that the decision was just.<sup>b</sup> Of the fifty-two pages devoted to the second plaidoyer about fourteen pages are devoted to the consideration of the two questions going to the merits which have just been considered, namely, the question of the exclusive franchise and the question as to the agreement of settlement of May 10, 1900, perhaps five more pages to introductory remarks and to stating the conclusions of the learned Agent of Venezuela. The remaining thirty-three pages of this plaidoyer, which is said to be devoted to showing the justice of the Barge decision is, it is most respectfully submitted, almost entirely occupied with setting forth reasons why the case should not be examined on its merits. And this notwithstanding that Venezuela has twice solemnly agreed that this claim should be submitted to an international tribunal for decision "upon a basis of absolute equity without regard to objections

<sup>a</sup> See United States Case, p. 26-27.

<sup>b</sup> See Venezuelan Case, p. 40: "La validité est mise en évidence par la présente plaidoirie. La justice sera la matière de la dissertation suivante."

of a technical nature or of the provisions of local legislation." The case presented by the United States was, in brief, this: That American citizens invested over \$700,000.00 on the faith of concessions granted by the Government of Venezuela, that these concessions were arbitrarily revoked by the Venezuelan Government, and the business of the American citizens in question, represented before this court by the Orinoco Steamship Company, was destroyed, whereby they lost not only their investment, but their legitimate expectations of profit. It is submitted that in order to defend this case on the merits, it would be necessary to deny and disprove some of these allegations. For example it might be contended that American citizens did not invest their money as claimed, or that the concessions were not granted by the Venezuelan Government as claimed, or if granted were not revoked, or that, if they were revoked, the revocation was rightful, or that, if wrongful, it did not result in the damages claimed. The attention of the Court is most respectfully drawn to the suggestion of the United States that except in the portions of the Venezuelan case above referred to, which deal with the questions of the exclusive concession and of the May 10 agreement, Venezuela has not attempted to meet the real merits of the case as stated by the United States.

As an illustration of the technical line of defense adopted by Venezuela, let us take the matter of the 100,000 bolivars due under the Quintero-Olcott contract of May 10, 1900. Here is a simple case of an account stated, a settlement reached, and an agreement among other things to pay the Orinoco Shipping and Trading Company one hundred thousand bolivars. The United States claims in this case the payment of this 100,000 bolivars to the Claimant Company, the assignee of the Orinoco Shipping and Trading Company. It is not contended on behalf of Venezuela that the contract to pay this money was not made as alleged. It is not contended that this contract has ever been fulfilled by the payment of the money. Venezuela does not even raise the query suggested by Dr. Barge at the close of his opinion as umpire of the Mixed Commission of 1903 whether "on the day this claim was filed, this indebtedness was proved compellable."<sup>a</sup> Venezuela interposes the technical objection that according to the local legislation of Venezuela the assignment of this claim from the Orinoco Shipping and Trading Company to the Orinoco Steamship Company has no legal existence, so far as the Venezuelan

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<sup>a</sup> See United States Case, Appendix, I: 698.

Government is concerned, because of the lack of notification to the Venezuelan Government, according to the technical provisions of local law. To this there is the added suggestion that the suit brought by Venezuela against the Orinoco Shipping and Trading Company "a short time before the Venezuelan-American Mixed Commission commenced the examination of the Case of the Orinoco Steamship Company,"<sup>a</sup> proves that the Venezuelan Government had no actual notice of the transfer from the Orinoco Shipping and Trading Company to the Orinoco Steamship Company, a statement which overlooks among other things the fact that the memorial in the case of the Orinoco Steamship Company was filed on June 16, 1903, before the American-Venezuelan Mixed Commission sitting in the city of Caracas, while the complaint in the suit of the Government against the Orinoco Shipping and Trading Company in the High Federal Court was dated June 26, filed on July 7, and served on July 10,<sup>b</sup> 1903. And again there is the statement that the transfer prejudiced the Government of Venezuela because it had claims against the Orinoco Shipping and Trading Company, the transferor. This statement is allowed to remain a mere allegation.

In its counter case the United States merely desires to submit that pages 56-75 of the Venezuela Case are in the main simply a fourfold reiteration in various forms, as regards the concession, the vessels, the real estate, and the claims of the Orinoco Shipping and Trading Company, of the same technical objection based on an alleged technical failure of notice, of a transfer which the United States contends, and which it will upon the argument endeavor to show from the evidence before the Court was well known in fact to the Venezuelan Government and was in no wise prejudicial to the Government of Venezuela.

Dr. Grisanti, the Venezuelan Commissioner before the Mixed Commission of 1903, presented in detail these same objections as going to the jurisdiction of the Commission. He said: "In view therefore, of the substantial irregularities of the deed of assignment and transfer, the Government of Venezuela has a perfect right to consider "The Orinoco Shipping and Trading Company

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<sup>a</sup> See Venezuelan Case, pp. 74-75: "D'autre part, le Gouvernement vénézuélien ignorait cette cession; et la preuve en est que, peu de temps avant que la Commission mixte vénézuélo-américaine assumât l'examen de la 'Orinoco Steamship Company,' le Gouvernement avait assigné la 'Orinoco Shipping and Trading Company' en résolution des contrats Grell et Oleachea pour n'avoir jamais été accomplis."

<sup>b</sup> See United States Counter Case, Appendix pp. 81 and 83-84.

Limited" as the sole owner of the claims analyzed, and whereas said Company is of British nationality, this Venezuelan-American Mixed Commission has no jurisdiction to entertain the claim mentioned."<sup>a</sup>

He makes it perfectly clear that he does not regard these objections as going to the merits of the claims by adding: "The incompetency of this Commission has been perfectly established. I shall now analyze the claims in themselves." Then he proceeds to discuss the question of the exclusive concession and the May 10 agreement.

*The Calvo clause.*

Venezuela adduces, as an additional reason why the Court should not look at the merits of the case, Article 14 of the Grell contract, which reads as follows:

Disputes and controversies which may arise with regard to the interpretation or execution of this contract shall be resolved by the tribunals of the Republic in accordance with the laws of the nation, and shall not in any case be considered as a motive for international reclamations.<sup>b</sup>

It is submitted on behalf of the United States that this clause has no just application to the circumstances of this case, and if it were applicable, it could not override in advance the solemn provisions of two protocols subsequently entered into, whereby the examination and decision of this case upon a basis of absolute equity without regard to objections of a technical nature or the provisions of local legislation has been confided to an international tribunal.

*The Jurisdiction of the Commission of 1903.*

Venezuela closes her case before this Tribunal as she opened her case before the Mixed Commission of 1903 with a denial of the jurisdiction of the Commission of 1903 because of the assignment of the international claim by the Orinoco Shipping and Trading Company, a British Corporation, to the Orinoco Steamship Company, an American Corporation, and seeks to uphold this position by adducing the time honored and unquestioned principle of international law that an international reclamation must be clothed with the nationality of the plaintiff country both at the time of its origin and at the time of its presentation, whereas the present claim arose on behalf of an English company and was transferred to American ownership.

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<sup>a</sup> Ibid., I: 678.

<sup>b</sup> See United States Case, Appendix, I: 131.

It is sufficient at this time to point out that the United States in presenting this case to the Commission of 1903 did not question the soundness of this general principle. The position of the United States before the Commission of 1903, a position which was sustained by Commissioner Bainbridge and by Dr. Barge, the umpire, and which will be fully explained to this Honorable Tribunal in the course of the argument of the United States, was that the two governments had expressly and intentionally contracted themselves out of the ordinary rule of international law by using the peculiar language of the protocol of 1903: "All claims *owned* by citizens of the United States of America against the Republic of Venezuela." (Spanish: "Todas las reclamaciones *poseidas* <sup>a</sup> por ciudadanos de los Estados Unidos de América contra la República de Venezuela").

It may be noted in passing that the purpose of the words "owned by citizens of the United States," etc., was well understood at the time; so much was this so that it was referred to as a matter of course by Mr. Ralston, the umpire of the Italian-Venezuelan Commission of 1903, in an opinion handed down long before that in the Orinoco Steamship Case. Mr. Ralston, whose standing as an eminent lawyer and a wise and upright umpire is attested by the Venezuelan Agent, <sup>b</sup> in the course of his opinion in

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<sup>a</sup> It should be observed that the French translator of the Venezuelan case has not always succeeded in reproducing this unusual expression with accuracy. He appears to have understood and reproduced the meaning of the words in question when aided by the context as in those portions of the opinions of Mr. Bainbridge and Dr. Barge in which they discuss this peculiar phraseology and point out its significance. (Venezuelan Case, Documents, pp. 80-83, 87-89). Here the words are rendered: "Toutes les réclamations possédées par des citoyens des Etats-Unis d'Amérique." (See also Venezuelan Case, p. 40). But in other places he has not been so successful. For example, in the translation of Article I of the protocol of 1903, found on pp. 7-8 of the Venezuelan case the words in question "all claims owned," etc., are rendered "Toutes les réclamations *introduites* par des citoyens des Etats-Unis d'Amérique." On page 15 we find the same words rendered "Toutes les réclamations qui, *émanant* de citoyens des Etats-Unis de l'Amérique", and in the translation of the protocol printed in the Venezuelan case, Documents, page 16, the words are rendered "Toutes les réclamations *introduites* par des citoyens des Etats-Unis d'Amérique."

In this connection the United States reserves the right to call attention to such other inaccuracies in the French translation submitted by Venezuela as may appear to be material in the course of the argument, as well as to any inaccuracies which may be found to exist and may appear to be material in any French translation hereafter submitted by the United States as a convenience to the Court.

<sup>b</sup> See Venezuelan Case, p. 32 "Si c'était là simplement l'opinion de M. Ralston, elle aurait toute l'autorité dont jouit l'avocat éminent et l'arbitre plein de sagesse et d'intégrité qui remplit à la perfection les délicates fonctions de sur-arbitre dans la Commission mixte Vénézuélo-Italienne qui siègea à Caracas en 1903."



the Corvaia case, while holding in accordance with the general rule that under the Italian-Venezuelan protocol a claim could not be entertained which was not Italian in origin as well as in ownership, said: "Knowledge of this condition induced the framers of the American protocol to arrange its language to the end that certain claims British in origin, but now American, might be presented before the American Commission." (Ralston's Report, p. 809.)

#### CONCLUSION.

In leaving this case on its merits with this Honorable Court, the United States can add nothing to the language with which Mr. Bainbridge, the United States Commissioner on the Mixed Commission of 1903 closed his opinion remitting the case to the umpire:

Finally the protocol imposes upon this tribunal the duty of deciding all claims "upon a basis of absolute equity, without regard to objections of a technical nature, or of the provisions of local legislation." Clearly the high contracting parties had in view the substance and not the shadow of justice. They sought to make the remedies to be afforded by the Commission dependent not upon the niceties of legal refinement, but upon the very right of the case. The vital question in this, as in every other claim before this tribunal, is whether and to what extent citizens of the United States of America have suffered loss or injury; and whether and to what extent the Government of Venezuela is responsible therefor.

WILLIAM C. DENNIS,  
*Agent of the United States.*

FREDERIC D. MCKENNEY,  
*Counsel for the United States.*

W. T. S. DOYLE,  
*Assistant Counsel for the United States.*



APPENDIX.



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## TERMS OF SUBMISSION.

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### NOTES RELATING TO CHANGES IN THE DATES AS FIXED IN THE PROTOCOL OF FEBRUARY 13, 1909, AND AMENDATORY NOTES.

*The Minister of Foreign Affairs to Minister Russell.*

ESTADOS UNIDOS DE VENEZUELA,  
MINISTERIO DE RELACIONES EXTERIORES,  
*Caracas, 17 de enero de 1910.*

D. P. E. No. 81.]

SEÑOR MINISTRO: Aviso á V. E. el recibo de la nota que se sirvió dirigirme el día 4 del presente, en contestación á la mia, de fecha 27 de diciembre último, D. P. E. No. 2135.

En vista de lo manifestado por el Gobierno de los Estados Unidos en orden á la solicitud que se hiciera con respecto al diferimiento de ciertas fechas conexonadas con el arbitramento que próximamente tendrá efecto en La Haya, háse resuelto no insistir en el particular.

En esta misma fecha participo á V. E. el nombre del árbitro designado por el Gobierno de la República, en sustitución del Señor Doctor Roque Sáenz Peña.

El Ejecutivo Federal agradece la buena disposición manifestada por el Departamento de Estado con el fin de conceder cualquier tiempo razonable para la primera reunión de los árbitros; y en esa virtud se espera que el Gobierno de los Estados Unidos se digne convenir en que el 15 de febrero próximo sea la fecha en que deba efectuarse la mencionada primera reunión.

Aceptado que sea este último, las fechas fijadas con relación al mencionado arbitramento serían las siguientes:

Febrero 1 de 1910.—Presentación de los alegatos.

Febrero 15 de 1910.—Reunión de los árbitros para escoger un tercero.

Abril 30 de 1910.—Presentación de los contra-alegatos.

Mayo 15 de 1910.—Reunión del Tribunal Arbitral.

Ruego á V. E. se sirva comunicarme la conformidad del Gobierno de los Estados Unidos con respecto á los particulares que anteceden y aprovecho esta oportunidad para renovar á V. E. las seguridades de mi alta consideración.

J. PIETRI.

Al Excmo. Señor WILLIAM W. RUSSELL,  
*E. E. y M. P. de los Estados Unidos de América.*

[Translation.]

UNITED STATES OF VENEZUELA,  
MINISTRY OF FOREIGN AFFAIRS,  
*Caracas: January 17, 1910.*

D. P. E. No. 81.]

MR. MINISTER: I advise Your Excellency of the receipt of the note you were pleased to send me on the 4th of the present month, in reply to mine of the 27th of last December, D. P. E. No. 2135.

In view of the manifestation made by the Government of the United States relative to the request made with respect to the deferring of certain dates in connection with the arbitration that will soon take place at The Hague, it has been decided not to insist on this point.

Today I inform Your Excellency of the name of the arbitrator appointed by the Government of the Republic to take the place of Dr. Roque Saenz Peña.

The Federal Executive appreciates the kind disposition of the Department of State to grant any reasonable time for the first meeting of the arbitrators; and consequently it is hoped that the Government of the United States will be pleased to agree on the 15th of February next as the date for the above-mentioned first meeting.

If the latter date is accepted the dates as fixed in connection with the above-mentioned arbitration will be as follows:

February 1, 1910—Presentation of the cases.

February 15, 1910—Meeting of the arbitrators to select a third.

April 30, 1910—Presentation of the counter-cases.

May 15, 1910—Meeting of the Arbitral Tribunal.

I beg that Your Excellency will kindly advise me of the acceptance of the United States of the foregoing dates, and I take this occasion to renew to you the assurance of my high consideration.

J. PIETRI.

To His Excellency

WILLIAM W. RUSSELL,

*E. E. & M. P. of the United States of America.*



*Minister Russell to the Minister of Foreign Affairs.*

AMERICAN LEGATION,

*Caracas. January 17, 1910.*

MR. MINISTER: I am in receipt of Your Excellency's courteous communication of even date herewith, with a request for a postponement to February 15th of the date for the meeting of the arbitrators to select a third for the approaching arbitration at The Hague of the case of the "Orinoco Steamship Company."

My Government is pleased to grant the request of Venezuela, so that the dates now fixed in connection with said arbitration are as follows:—

February 1, 1910—Presentation of the cases.

February 15, 1910—Meeting of the arbitrators to select a third.

April 30, 1910—Presentation of the counter-cases.

May 15, 1910—Meeting of the Arbitral Tribunal.

I take this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

WILLIAM W. RUSSELL.

To His Excellency

General JUAN PIETRI,

*Minister for Foreign Affairs.*

*Minister Russell to the Minister of Foreign Affairs.*

AMERICAN LEGATION,

*Caracas, February 24, 1910.*

MR. MINISTER: Referring to Your Excellency's courteous communication of the 17th instant, D. P. E. No. 304, requesting a postponement to May 30th next of the date for the presentation of the counter-cases in the approaching arbitration at The Hague of the case of the "Orinoco Steamship Company." I am pleased to inform you that my Government agrees to a postponement of the date for the presentation of the counter-cases to June first 1910, and pursuant to an agreement between the Agents of the United States and Venezuela consents to postpone the date for the meeting of the Arbitral Tribunal to September twentieth 1910; it being also hereby stipulated that said Arbitral Tribunal shall meet and organize on September twentieth 1910, and that the arguments shall proceed immediately upon the organization of the Tribunal and continue without delay until finished.

In requesting Your Excellency to advise me by note as soon as possible of your agreement to the dates herein mentioned, I take

the occasion to renew to you the assurance of my highest and most distinguished consideration.

WILLIAM W. RUSSELL.

To His Excellency  
General JUAN PIETRI,  
*Minister for Foreign Affairs.*

*Minister of Foreign Affairs to Minister Russell.*

ESTADOS UNIDOS DE VENEZUELA,  
MINISTERIO DE RELACIONES EXTERIORES,  
*Caracas, 24 de febrero de 1910.*

SEÑOR MINISTRO: Por la atenta nota de V. E. de esta misma fecha, me he impuesto con agrado de que el Gobierno de los Estados Unidos de América se ha servido convenir en el deferimiento pedido por el de Venezuela para la presentación de los contra-alegatos en el asunto de la Orinoco Steamship Company, siendo por lo tanto el primero de junio de 1910 el día en que habrá de tener efecto ese acto.

De acuerdo con la manifestación que á nombre del Ejecutivo hice á V. E. en la nota de este Départemento, fecha el 17 de los corrientes, D. P. E. No. 304, complázcome en significarle que el Gobierno de la República conviene en posponer la primera reunión del Tribunal Arbitral hasta el 20 de setiembre de 1910, en la inteligencia de que dicho Tribunal se reunirá y organizará el 20 de setiembre mencionado y que los informes empezarán inmediatamente después de la organización del Tribunal, y continuarán sin tardanza hasta terminar.

Siento especial complacencia en expresar á V. E. el agradecimiento del Ejecutivo Federal por la eficacia y la cortesía con que V. E. se sirvió transmitir al Gobierno Americano la petición que aquel le hiciera, y en renovarle las protestas de mi alta consideración.

J. PIETRI.

Al Excmo. Señor WILLIAM W. RUSSELL,  
*Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos de América.*

[Translation.]

UNITED STATES OF VENEZUELA,  
MINISTRY OF FOREIGN AFFAIRS,  
*Caracas, February 24, 1910.*

D. P. E. No. 399.]

MR. MINISTER: From Your Excellency's courteous note of even date herewith I have learned with pleasure that the Government

of the United States of America has seen fit to agree to the request of Venezuela for a postponement of the date for the presentation of the counter cases in the matter of the Orinoco Steamship Company, which date is now therefore fixed for June first, 1910.

Consonant with the statement, which, in the name of the Executive, I made to Your Excellency in a note from this Ministry dated the 17th of the present month, D. P. E. No. 304, I am pleased to say to you that the Government of the Republic consents to a postponement of the date for the first meeting of the Arbitral Tribunal to September 20th, 1910, with the understanding that said Tribunal shall meet and organize on said 20th of September and that the arguments shall begin immediately after the organization of the Tribunal and continue without delay until finished.

I am especially pleased to express to Your Excellency the thanks of the Federal Executive for your efficacious and prompt compliance in transmitting to the American Government the request of Venezuela, and to renew to you the assurance of my high consideration.

J. PIETRI.

To His Excellency

WILLIAM W. RUSSELL,

*etc., etc., etc.*

THE SELECTION OF HIS EXCELLENCY, PROFESSOR LAMMASCH AS  
UMPIRE.

BUREAU INTERNATIONAL  
DE LA COUR PERMANENTE D'ARBITRAGE,  
*71 Prinsegracht, La Haye, le 24 février 1910.*

No. 62 A. V.]

MONSIEUR LE MINISTRE: J'ai l'honneur d'informer Votre Excellence que Messieurs De Quesada et Beernaert, Membres du Tribunal d'Arbitrage appelé à juger le différend entre les États-Unis d'Amérique et le Vénézuéla au sujet d'une réclamation de la Compagnie des bateaux à vapeur "Orinoco", désignés respectivement par les États-Unis et le Vénézuéla, dans leur réunion à La Haye le 15 et le 16 février dernier ont nommé d'un commun accord comme Surarbitre Monsieur Henri Lammasch, Docteur en droit, Conseiller aulique, Professeur de droit international à l'Université de Vienne, Membre de la Chambre des Seigneurs du Parlement autrichien, etc.

Monsieur Lammasch venant de m'informer qu'il accepte les hautes fonctions que ces Messieurs désirent le voir assumer, je m'empresse de Vous en faire part.

Veillez agréer, Monsieur le Ministre, l'assurance de ma très haute considération.

MICHIELS VAN VERDUYNEN,  
*Secrétaire général de la Cour permanente d'Arbitrage.*

Son Excellence MONSIEUR LE MINISTRE DES  
AFFAIRES ÉTRANGÈRES DES ÉTATS-UNIS D'AMÉRIQUE.

[Translation.]

INTERNATIONAL BUREAU OF THE  
PERMANENT COURT OF ARBITRATION,  
71 *Prinsegracht, The Hague.*

No. 62 A. V.]

MR. SECRETARY: I have the honor to inform Your Excellency that Messrs. de Quesada and Beernaert, members of the Tribunal of Arbitrators which is to pass upon the difference between the United States of America and Venezuela in connection with a claim of the Orinoco Steamship Company, who have been designated by the United States and Venezuela respectively, have, at their meeting at The Hague on February 15 and 16 last agreed to choose as Umpire Mr. Henri Lammasch, LL.D., Aulic Counsellor, Professor of International Law at The University of Vienna, Member of the House of Lords of the Austrian Parliament, etc.

Having just been informed by Mr. Lammasch that he accepts the high office that the above named gentlemen wrote him to assume, I hasten to apprise you of his acceptance.

Be pleased to accept, Mr. Secretary, the assurance of my very high consideration.

MICHIELS VAN VERDUYNEN,  
*Secretary General of the Permanent Court of Arbitration.*

His Excellency, the SECRETARY OF STATE  
OF THE UNITED STATES OF AMERICA.

## RECORD OF CLAIM NO. 19.

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DISCURSO DEL SEÑOR DOCTOR F. ARROYO PAREJO, AGENTE DE LA REPÚBLICA DE VENEZUELA ANTE LA COMISIÓN MIXTA VENEZOLANO-AMERICANA EN LA SESIÓN DEL 9 DE JUNIO DE 1903.<sup>a</sup>

HONORABLES SEÑORES: Conceptúo feliz la ocasión que ante vosotros me permite corresponder á las ideas y sentimientos expresados de modo tan elocuente por el Honorable Señor Agente del Gobierno de los Estados Unidos, en el discurso que pronunciara durante la última sesión.

Al igual de él, yo creo con toda sinceridad que el establecimiento de este Tribunal constituye, ante todo, la solemne acción de un principio del Derecho Público en que están vinculados el decoro, la honra y la estabilidad de las diversas agrupaciones políticas denominadas Naciones; principio por el cual Venezuela ha venido abogando con esfuerzo constante desde el momento mismo en que surgió á vida independiente, y que á datar del año de 1864 se encuentra consignado de modo invariable entre sus cánones fundamentales.

La doctrina del Arbitramento, como fórmula de transigir las diferencias suscitadas entre Naciones, representa, á no dudarlo, una de las conquistas más valiosas de la presente edad, que con tan justos títulos se gloria de haber enaltecido la condición humana; y es innegable, señores, y yo me complazco altamente en reconocerlo aquí, que en la obra de su implantamiento definitivo, que es en grado máximo una labor de civilización y un apostolado noble y fecundo por excelencia, la brillante Democracia Americana ha sido el más entusiasta y decidido campeón.

La demostración evidente de los benéficos resultados que tal doctrina debe reportar á los pueblos, la espera de vosotros Venezuela.

Mil causas complejas, que sería ingrato rememorar aquí pueden haber conducido á ésta última á un estado, que si doloroso para el

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<sup>a</sup> The English translation of this address is printed in the United States Case, Appendix, I: 105. The Spanish text was received too late for insertion at that time.—Agent's note.

patriotismo de sus hijos, no llegará nunca á afectar su dignidad de Nación, porque si tiene contraídas obligaciones que involuntariamente hasta ahora no ha podido cumplir, nunca ha declinado ni declinará jamás su responsabilidad, por grave que ésta pueda ser. Ella confía hoy firmemente tanto en la virtualidad del principio enunciado, como en vuestra insoñpechable probidad.

En el caso actual, la misión que os está encomendada resulta de más fácil cumplimiento de lo que á menudo suele acontecer. Instituidas estas Comisiones con un propósito eminentemente conciliador, los respectivos constituyentes no han querido imponeros el enojoso y complicado mecanismo de los juicios ordinarios, ni sujetar vuestro criterio á los preceptos inflexibles de determinada legislación positiva: un amplio concepto de equidad debe únicamente inspirar vuestras determinaciones. Son, pues, como con tanto acierto los ha calificada el Honorable Agente Americano, verdaderas Cortes internacionales de honor, que procederán con plena libertad en la apreciación de los hechos así como en la aplicación del derecho. Yo abundo en la misma opinión que él ha manifestado ya acerca de que ambos Gobiernos experimentarán más de un motivo de satisfacción, por haber llegado á un acuerdo semejante.

Nada tendría que objetar á la brillante exposición verbal á que me vengo refiriendo, si no fuese que ya en su parte final se anuncia una pretensión á la que, en cumplimiento de las instrucciones especiales y precisas que he recibido de mi Gobierno, debo oponer desde luego una formal reserva. Después de un suscito y exacto historial de las Comisiones Mixtas que han funcionado con anterioridad para el arreglo de reclamaciones entre ambos Países, el Honorable Señor Morris previene que presentará reclamos de ciudadanos americanos fundados en hechos anteriores á la Comisión de 1867-68 pero que no fueron producidos ante esta última.

Los Honorable Señores Arbitros observarán: que si bien es cierto que el Protocolo últimamente suscrito en Washington permite presentar y faculta á este Tribunal para conocer y decidir toda reclamación poseída por ciudadanos americanos, tal especulación debe limitarse, no sólo en rigor de derecho, sino lógica y equitativamente á los reclamos posteriores al año de 1868, por que las Altas Partes contratantes no podían ignorar que el Artículo V de la Convención de 1866 fijó un lapso fatal para la presentación de aquellos reclamos. He aquí el tenor literal de dicho artículo:

“Los fallos de esta Comisión, y en su caso los del árbitro, decidirán definitiva é irrevocablemente todas las reclamaciones pendientes

el día de su instalación. Las que no se presenten dentro de los doce meses aquí prescritos serán desechadas por ambos Gobiernos y se considerarán nulas.”

Podría alegarse quizá que los actos de la Comisión de 67-68 fueron invalidados por causa de fraude, inculpación que se probó y fué reconocida como cierta por ambos Gobiernos; pero esta objeción se desvanece al considerar que solamente sus decisiones fueron las anuladas y de ningún modo las cláusulas del Convenio de 1866 que creó dicha Comisión; tales cláusulas fueron revividas expresa y categóricamente por el Tratado de 1889, que estableció la Comisión Revisora de 1890. Si, pues, los reclamos no presentados durante el lapso fijado por la Convención de 1866, había perecido por ministerio de esta última Ley, con qué títulos podrían renovarse hoy ante este Tribunal?

Juzgo este punto de tal importancia y trascendencia que me permito pedir respetuosamente al Tribunal se sirva resolverlo con el carácter de previo, y termino deseando á sus dignos Miembros el mayor acierto en sus deliberaciones.

DIPLOMATIC AND OTHER CORRESPONDENCE.

DIPLOMATIC CORRESPONDENCE.

*Minister Russell to the Secretary of State.*

No. 637.]

LEGATION OF THE UNITED STATES,

*Caracas, June 30, 1901.*

To the Hon. JOHN HAY,

*Secretary of State, Washington.*

SIR: I have the honor to inform you that the Commission appointed to examine and pass upon claims for damages arising from the revolution which placed General Castro in power has completed its work and closed its sessions.

Seven hundred and twenty-five claims, natives and foreigners, were presented to the Commission, amounting to 16,438,034.73 bolivars. Two hundred and twelve claims were accepted, amounting to 3,676,202.12 bolivars and of this amount 1,223,200 bolivars were recognized.

In the list of foreign claimants appear the names of Richard Morgan Olcott and Felipe Soto Linares, North Americans. Mr. Olcott's claim is stated to be 100,000 bolivars, all of which is recognized. The 100,000 bolivars due Mr. Olcott is not in the nature of a claim to be passed upon by the Commission but is the second payment due in accordance with an agreement entered into by Mr. Olcott with the Venezuelan Government on the 12th of December, 1900, and it would appear that this is an attempt to pay it with the scrip to be issued for the debts recognized by this Commission. The other North American mentioned is a Porto Rican, whose claim I know nothing of.

The foreigners whose claims were allowed by the Commission are as follows:

Italians.....	38
Turks .....	1
Germans.....	7
Spanish.....	2
Colombian .....	2
French .....	1



Arab .....	1
Dane .....	1
N. American .....	2

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In this connection I would state that several of the Foreign Ministers have approached me lately and suggested that there should be some combined action in regard to claims. In accordance with instructions the Venezuelan Government has been informed several times that our Government could see no reason for departing from its practice of treating the claims of its nationals only on a diplomatic basis, and the only answer to these representations was in the case of the claim of Ford Dix, which was forwarded to the Department.

In case a meeting of the Diplomatic Corps is called for concerted action I will cable for specific instructions.

I have the honor to be, sir,

Your obedient servant,

WILLIAM W. RUSSELL.

*The Secretary of State to Minister Bowen.*

DEPARTMENT OF STATE,  
Washington, January 29, 1903.

HERBERT W. BOWEN, ESQUIRE,

*etc., etc., etc.,*

*The Arlington, Washington, D. C.*

SIR: The Government of the United States has certain claims pending in behalf of its citizens against the Government of Venezuela.

The Department understands that you have been empowered by the Government of Venezuela to adjust or provide for the adjustment of claims against that Government preferred by the Governments of Germany and other countries, and it would be pleased if the claims of citizens of the United States could be arranged at the same time and on the same equitable terms as may be provided for the settlement of the claims of citizens and subjects of other States.

If so, the Department would be pleased to bring to your notice the names of the various claimants and the nature of their claims with a view to their adjustment as above indicated.

I am, Sir,

Your obedient servant,

JOHN HAY.

*Minister Bowen to the Secretary of State.*

WASHINGTON, D. C.,  
January 29, 1903.

Honorable JOHN HAY,  
Secretary of State,  
etc., etc., etc.,

SIR: In answer to your very courteous letter of this date, I have the honor to inform you that I hope to be able very soon to enter into negotiations with you to settle satisfactorily the claims of the United States against Venezuela, and that in the meantime I shall have much pleasure in bearing in mind your request that your claims be arranged "at the same time and on the same equitable terms as may be provided for the settlement of the claims of citizens and subjects of other states."

I am, Sir, with great respect,  
Your obedient servant,

HERBERT W. BOWEN,  
*Representative of Venezuela.*

**CORRESPONDENCE BETWEEN THE DEPARTMENT OF STATE AND THE  
ORINOCO STEAMSHIP COMPANY.**

*The Assistant Secretary of State to Mr. McKenney.*

DEPARTMENT OF STATE,  
Washington, April 10, 1903.

F. D. MCKENNEY,  
1317 F Street,  
Washington, D. C.

GENTLEMEN: By the terms of the Protocol of February 17, 1903, the Mixed Commission to adjudicate the claims of citizens of the United States against Venezuela will meet at Caracas on the first of next June. A copy of the Protocol is enclosed herewith. Your claim will be presented to that Commission. If you have any further evidence to submit or statements to make in support of your claim, it is desired that you send them to the Department with all possible haste in order that the necessary copies may be made, for presentation to the tribunal and to the agents of the two Governments.

I am, Sir,  
Your obedient servant.

ALVEY A. ADEE,  
*Second Assistant Secretary.*

*Mr. McKenney to the Secretary of State.*

Law Offices  
of  
Wayne MacVeagh  
Frederic D. McKenney  
John Spalding Flannery  
William Hitz  
1317 F Street, N. W.,  
Washington, D. C.

JANUARY 27, 1903.

Honorable JOHN HAY,  
*Secretary of State.*

SIR: On behalf of the Orinoco Steamship Company, a corporation organized under the laws of New Jersey, having its principal office at 32 Broadway, New York City, and other offices and places of business in Port of Spain, Trinidad, and Ciudad Bolivar, Venezuela, I have the honor to invite your attention to certain claims of the Company against the Government of Venezuela which, although for the most part long overdue, have not been paid. A transcript of these claims has been filed in your Department, and I believe they have been examined and found to be just and equitable.

The public press reports the presence in Washington of United States Minister Bowen, lately accredited to Caracas, who has come hither as the representative of Venezuela empowered to receive, consider and adjust on a fair and equitable basis, irrespective of nationality, all claims which may be outstanding against that Government.

While active negotiations between Minister Bowen and the representatives of Great Britain, Germany and Italy near this Capital with respect to the adjustment of their respective claims are persistently reported, no mention has been made of the bringing forward of the claims of American citizens for like consideration and adjustment. In the multitude of more important considerations which surround what has been designated "the Venezuelan situation," the American claims against Venezuela, perhaps by reason of their very modest proportions, may well have escaped attention. I beg leave therefore to ask that in the near future and before the negotiations between Minister Bowen and the representatives of the foreign powers shall have been concluded,—for then further embarrassments may have arisen,—such claims may receive your personal consideration

and if they be found to possess merit and to afford a basis of reclamation in law, that they be brought to the attention of Minister Bowen in his capacity of Venezuelan Envoy or Agent for adjustment.

I am especially moved to make this request now because of a statement lately attributed to Minister Bowen to the effect "that the pending controversy *between the three allied powers and Venezuela* will be settled soon and satisfactorily," and because it has seemed that a settlement with the powers mentioned induced at the Capital of the United States, by and through an American Minister, although for the moment perhaps acting unofficially, within sight, if not quite within the hearing of your Department whose files contain the at least equally meritorious claims of our own citizens,—in the event such claims were not also adjusted and settled,—might afford ground for comment and perhaps criticism.

I remain, Sir,

Most respectfully yours,

F. D. MCKENNEY,

*Attorney for*

ORINOCO STEAMSHIP COMPANY.

## VARIOUS VENEZUELAN LAWS AND DECREES.

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### LAWS AND DECREES RELATING TO COMMERCE.

LAW OF JUNE 4, 1881, LEVYING AN IMPORT DUTY OF 30 PER CENT ADDITIONAL ON PRODUCE, MERCHANDISE, AND EFFECTS FROM FOREIGN COLONIES.

*Ley de 4 de junio de 1881, por la que se grava con el derecho de 30 por ciento adicional, la importación de los frutos, mercaderías y efectos procedentes de colonias extranjeras.*

El congreso de los Estados Unidos de Venezuela, decreta:

ART. 1º. Los frutos, mercaderías y efectos procedentes de Colonias extranjeras que se introduzcan por los puertos de la República, habilitados para la importación, así como los que viniendo destinados de los puertos de Europa ó de los Estados Unidos de la América del Norte para Venezuela, sean trasbordados en las mismas Colonias á otros buques que los hayan de traer, pagarán un treinta por ciento adicional sobre los derechos que se liquiden en cada manifiesto, conforme al Arancel vigente.

ART. 2º. Los frutos, mercaderías y efectos que se embarquen en Europa ó en los Estados Unidos de la América del Norte, con destino á puertos orientales ú occidentales de la República, adonde no hayan de llegar los buques que los conduzcan, podrán ser trasbordados para seguir á dichos puertos, en Carúpano, La Guaira ó Puerto Cabello, y podrán también ser reconocidos y liquidados sus derechos en cualquiera de estos tres puertos, para continuar después de cabotaje á su respectivo destino.

§ ÚNICO. En este último caso se hará de los derechos de las mercaderías, frutos ó efectos así importados, la rebaja que el Ejecutivo Nacional señale como indemnización de los gastos extraordinarios hechos en ellos, y deberán quedar los efectos reconocidos depositados en las Aduanas respectivas hasta su reembarque para el lugar á que vienen destinados.

ART. 3º Los frutos y demás producciones nacionales, continuarán exportándose como hasta ahora para el extranjero, por todos los puertos habilitados al efecto. También podrán trasbordarse en los de La Guaira, Puerto Cabello y Carúpano, á voluntad de sus dueños, siempre que al efectuarse el trasbordo se acredite auténticamente que están ya satisfechos de tránsito, liquidados por la respectiva aduana terrestre.

ART. 4º. La presente Ley entrará en vigor desde que cesen los efectos del tratado de amistad, comercio y navegación firmado entre Venezuela y S. M. el Rey de Dinamarca, el 19 de diciembre de 1862, y que denunciado ya, continuará obligatorio sólo por un año contado desde el recibo de tal notificación.

Dado en el Palacio del Cuerpo Legislativo Federal en Caracas, á 27 de mayo de 1881. Año 18 de la Ley y 23 de la Federación.

NICOLÁS M. GIL,

*Presidente de la Cámara del Senado.*

D. BUSTILLOS,

*Presidente de la Cámara de Diputados.*

M. CABALLERO,

*Secretario del Senado.*

N. AUGUSTO BELLO,

*Diputado Secretario.*

Palacio Federal en Caracas, á 4 de junio de 1881. Año 18 de la Ley y 23 de la Federación.

Ejecútese y cúidese de su ejecución.

GUZMAN BLANCO.

Refrendado.

J. P. ROJAS PAUL,

*Ministro de Hacienda.*

[Translation.]

*Law of June 4, 1881, levying an import duty of 30 per cent additional on produce, merchandise, and effects from foreign colonies.*

The Congress of the United States of Venezuela decrees:

ART. 1. Produce, merchandise and effects from foreign colonies imported through the ports of the Republic open to importation, as well as those which, coming from the ports of Europe or the United States, are transhipped in said colonies to other vessels which are to bring them, shall pay 30 per cent additional above the duties fixed in each manifest in accordance with the tariff in force.

ART. 2. Produce, merchandise, and effects shipped in Europe or the United States for the eastern or western ports of the Republic, where the vessels carrying them will not arrive, may be transhipped, in order to continue on to said ports, at Carupano, La Guaira, or Puerto Cabello, and the duties on them may be determined and paid in any one of these three ports, to continue thence coastwise to their destination.

SINGLE SECTION. In this latter case such rebate shall be made, from the duties on the merchandise, produce, or effects thus embarked, as the National Executive may fix as an indemnification for the extraordinary expenses incurred on them, and the goods cleared shall be deposited in the custom houses until reembarked for the place to which destined.

ART. 3. National fruits and other produce shall continue to be exported, as hitherto, to foreign ports through all the ports open for the purpose. They may also be transhipped in the ports of La Guaira, Puerto Cabello, and Carupano, at the option of their owners, provided that, whenever the transshipment takes place, it be authentically certified that the transit duties levied by the proper land custom house have been paid.

ART. 4. The present law shall take effect as soon as the treaty of peace, commerce, and navigation signed between Venezuela and H. M. the King of Denmark on December 19, 1862, goes out of force, which treaty, being already denounced, will continue binding for only one year from the receipt of the notification.

Given in the palace of the federal legislative body, at Caracas, May 27, 1881 (18th year of the Law and 23d of the Federation.)

NICOLAS M. GILL,

*President of the Senate.*

D. BUSTILLOS,

*President of the Chamber of Deputies.*

M. CABALLERO,

*Secretary of the Senate.*

N. AUGUSTO BELLO,

*Deputy Secretary.*

Federal Palace, Caracas, June 4, 1881 (18th year of the Law and 23d of the Federation.)

Let it be enforced.

(Countersigned.)

GUZMAN BLANCO.

J. P. ROJAS PAUL,

*Minister of Finance.*

DECREE OF JANUARY 26, 1883, EXEMPTING TRANSSHIPPED GOODS FROM CLASSIFICATION AS PRODUCTS OF THE TRANSSHIPMENT PORTS.

*Decreto de 26 enero de 1883, por el cual se permite que las mercancías ó efectos que vengan de Europa ó los Estados Unidos del Norte destinados á Venezuela, puedan trasbordarse de buque á buque ó reembarcarse en las Colonias Extranjeras para seguir á su destino, sin que se les considere procedentes de dichas Colonias; y queda reformado en esta parte el número 2.332.<sup>a</sup>*

*El Presidente de los Estados Unidos de Venezuela,*

En uso de la facultad que le concede el artículo 2º., ley 6ª del Código de Hacienda, para reglamentar las leyes fiscales, con el voto afirmativo del Consejo Federal,

*Decreta:*

ART. 1º. Los frutos, mercancías y efectos que salgan de los Estados Unidos de la América del Norte ó de Europa, despachados para Venezuela con todos los documentos requeridos por la ley de Régimen de Aduanas, podrán trasbordarse en las colonias extranjeras de buque á buque, para seguir á su destino, y se considerarán como de procedencia directa de los puertos de su despacho.

ART. 2º. Cuando por falta de transportes las mencionadas mercancías, frutos y efectos tengan que desembarcarse en las colonias extranjeras, podrán reembarcarse para Venezuela, sin que se consideren procedentes de ellas, siempre que sus dueños ó consignatarios presenten en la Aduana de la República por donde se importen, junto con los documentos consulares del puerto de la primitiva procedencia, una certificación del Cónsul venezolano en la colonia, en que conste que han estado allí depositados, por falta de buques para seguir á su destino.

ART. 3º. Las disposiciones contenidas en los artículos anteriores tendrán efecto, desde el 15 de febrero próximo en adelante, en todas las Aduanas de la República.

ART. 4º. El Ministro de Finanzas queda encargado de la ejecución de este Decreto.

Firmado, sellado y refrendado en el Palacio Federal en Caracas, á 26 de enero de 1883.

Año 19º. de la Ley y 24º. de la Federación.

GUZMAN BLANCO.

Refrendado.

J. P. ROJAS PAÚL,  
*Ministro de Finanzas.*



*Decree of January 26, 1883, by which it is permitted that merchandise or effects which come from Europe or from the United States of the North destined for Venezuela, may be transhipped from vessel to vessel or be reembarked in the foreign colonies in order to continue to their destination, without being considered as originating from said colonies; and in this part No. 2332<sup>u</sup> is amended.*

The President of the United States of Venezuela, in exercise of the power which Art. 2, Law 6 of the Code of Hacienda grants him to regulate the fiscal laws, with the affirmative vote of the Federal council

*Decrees:*

ART. 1. The produce, merchandise and effects that may leave the United States of North America or Europe, shipped for Venezuela with all the documents required by the law regulating the custom houses, may be transhipped in the foreign colonies from vessel to vessel, in order to follow on to their destination, and they shall be considered as originating directly from the ports of their despatch.

ART. 2. When because of the absence of transports said merchandises, produce and effects shall have to be disembarked in the foreign colonies, they may be reembarked for Venezuela without being considered as originating from said colonies provided always that their owners or assignees shall present in the custom house of the Republic through which they are imported, together with the consular documents of the port of their first origin, a certification of the Venezuelan consul in the colony in which it shall appear that they had been deposited there because of the lack of ships whereby to continue to their destination.

ART. 3. The provisions contained in the foregoing articles shall take effect from and after the 15th of February next, in all the custom houses of the Republic.

ART. 4. The Minister of Finance is charged with the execution of this decree.

Signed, sealed and countersigned in the Federal Palace at Caracas, January 26, 1883.

The nineteenth year of the law and the twenty-fourth of the Federation.

GUZMAN BLANCO.

Countersigned:

*The Minister of Finance,*  
J. P. ROJAS PAUL.

PROVISIONS OF THE CODE OF HACIENDA OF 1884 AS TO FORMALITIES TO BE COMPLIED WITH IN FOREIGN PORTS BY CAPTAINS OF VESSELS.<sup>a</sup>

*Código de Hacienda, 1884.*

LEY XVI.—*Régimen de Aduanas para la importación.*

CAPÍTULO I.—*De las formalidades que deben llenarse en los puertos extranjeros.*

SECCIÓN I.—*Formalidades que deben llenar los Capitanes de buque.*

ART. 2°. Todo buque, sean cuales fueren su clase, nacionalidad y porte, inclusive toda embarcación menor, de cubierta ó sin cubierta, que salga de puertos extranjeros para Venezuela, con carga ó en lastre, debe venir provisto de su patente de navegación y despachado por el Agente consular venezolano con los documentos prescritos en esta sección, con destino á un puerto habilitado, y no le es permitido arribar á ningún punto de la costa de Venezuela, sino al puerto de su destino.

ART. 3°. Todo Capitán ó sobre-cargo de buque que reciba carga en puertos extranjeros para Venezuela, debe presentar por duplicado en cada puerto en que se despache, al respectivo Cónsul de la República, ó á quien lo subrogue, un sobordo firmado por el, de toda la carga que allí reciba, que contenga con orden y claridad los datos siguientes:

La clase, nacionalidad, porte y nombre del buque y el nombre de su Capitán;

Los nombres de los embarcadores de las mercaderías, y los <sup>b</sup> de sus respectivos consignatarios en los puertos de Venezuela, y los conocimientos correspondientes, numerados por su orden;

Las marcas y número de cada bulto clasificados por cajas, fardos, barriles, bocoyes, baúles,<sup>c</sup> guacales y demás piezas, sueltas ó en envases, según éllas fueren; y

La suma de los bultos destinados á cada puerto y la totalidad de los del cargamento destinado á Venezuela.

ART. 4°. El Capitán ó sobrecargo de un buque que reciba carga en cualquier puerto extranjero para Venezuela, además del sobordo y de los otros documentos exigidos por esta sección, debe presentar, por duplicado, al Agente consular los conocimientos que haya firmado á cada embarcador.

<sup>a</sup> The Código de Hacienda of 1899 contains practically the same provisions with the exception of variations noted in the footnotes.—Agent's note.

<sup>b</sup> The Código de Hacienda of 1899 omits "los."—Agent's note.

<sup>c</sup> The Código de Hacienda of 1899 inserts here "cuñetes."—Agent's note.

ART. 5°. En el sobordo de la carga que un buque conduzca para Venezuela, debe comprenderse el de la carga que conduzca al mismo tiempo para puertos extranjeros; y si condujere carga para puertos extranjeros haciendo escala en Venezuela, sin carga para ella, presentará al Agente consular, para la correspondiente certificación, un ejemplar del sobordo de la carga que conduzca, en el cual se expresen las marcas y números de cada bulto.

§ 1°. Exceptúanse los vapores de líneas establecidas con escala fija y que enlacen el comercio de varias Naciones, cuyos Capitanes ó sobrecargos solo estarán obligados á entregar á la Aduana, cuando ésta lo exija, los sobordos de la carga que conduzcan para puertos extranjeros.

§ 2°. No quedan comprendidas en esta excepción las líneas de vapores que se establezcan entre las Antillas y Venezuela.

ART. 6°. El Capitán ó sobrecargo de un buque mayor ó menor que salga en lastre de las Antillas para Venezuela, deberá manifestar esta circunstancia por escrito al Agente consular, quien lo certificará así al pie de dicho documento y lo devolverá al Capitán; y tomando la nota correspondiente, dará aviso al Ministerio de Hacienda.

§. ÚNICO. El Capitán de un buque procedente de las Antillas debe incluir en la lista de rancho el lastre, áun cuando lo haya especificado en la manifestación prevenida por este artículo, bajo la pena que se establece en el caso 10 del artículo 194, capítulo XI de la presente ley.

ART. 7°. Cuando un buque despachado en puerto extranjero para Venezuela, trajere á su bordo carga ó hiciere escala en puerto de las Antillas, ó recalare á él en arribada forzosa, su Capitán ó sobrecargo presentará al Agente Consular el sobordo ó sobordos de la carga que conduzca, bien sea para Venezuela ó para puertos extranjeros; y si viniere en lastre, procediendo de otra Antilla, la certificación <sup>a</sup> de que trata el artículo anterior; y el Agente Consular certificará en el documento respectivo que se ha cumplido con este precepto, y dará al Ministerio de Hacienda el aviso correspondiente con los informes que estime necesarios.

§ 1°. Se exceptúan los vapores que se encuentren en el caso del § 1° del artículo 5°.

§ 2°. Cuando los sobordos de los vapores procedentes de Curazao ó de Trinidad sólo contengan fondos en efectivo pertenecientes al Banco Comercial,<sup>b</sup> se les considerará, para los efectos de los

<sup>a</sup> The Código de Hacienda of 1899 has "calificación" instead of "certificación."—Agent's note.

<sup>b</sup> The Código de Hacienda of 1899 has "Banco de Venezuela."—Agent's note.

requisitos legales que deben exigírseles á su entrada, como si no hubiesen tomado carga en aquellos puertos.

ART. 8º El Capitán ó sobrecargo de todo buque mayor ó menor, de cubierta ó sin cubierta, nacional ó extranjero, que en lastre ó con carga, se despache en las Antillas con destino á Venezuela, ó que procediendo de puertos extranjeros con igual destino, haga escala en las Antillas, ó recalare á ellas en arribada forzosa, ó los Capitanes ó sobrecargos de los vapores que por concesiones especiales del Gobierno venezolano hagan á un tiempo el comercio con las Antillas y el de cabotaje,<sup>a</sup> deben declarar ante el Agente consular, los efectos que haya á bordo para repuesto de velamen, aparejos y otros usos del buque, y los víveres del rancho, en los términos del §2º de este artículo, expresando la cantidad de dichos efectos y víveres en letras. Esta declaración debe hacerse á continuación del sobordo, y antes de que éste sea certificado por el Cónsul, en el último puerto de las Antillas en que se tome carga; ó en los que no se tome, en pliego separado que certificará el Agente consular.

§1º. Los Capitanes ó sobrecargos de buques de vela procedentes del extranjero que no toquen en las Antillas, y los Capitanes ó sobrecargos de los vapores que aún haciendo escala en ellas solo hagan el comercio exterior, pueden formar las referidas listas de efectos para repuesto del buque, y de víveres de su rancho, en el primer puerto de su arribo á Venezuela.

§2º. En los efectos de repuesto para velamen, aparejos y otros usos del buque, no pueden comprenderse artículos que sean extraños á estos objetos; y los víveres del rancho no pueden exceder de lo necesario para el consumo del buque en cada viaje redondo, y una estadía de la mitad del tiempo que invierta en él.

ART. 9º. En la lista de los objetos del Capitán y la tripulación del buque, exigida por el número 6º del artículo 44, no pueden comprenderse los que no sean apropiados al uso de ellos.

ART. 10. El lastre de un buque no puede contener efectos sujetos al pago de derechos, y cuando contenga lozas y piezas de alfarería ú otros objetos semejantes, se hará constar en la lista del rancho, con las formalidades de la procedencia, expresando su especie y cantidad.

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<sup>a</sup> The Código de Hacienda of 1899 omits the words "ó los Capitanes ó sobrecargos de los vapores que por concesiones especiales del Gobierno venezolano hagan á un tiempo el comercio con las Antillas y el de cabotaje."—Agent's note.

[Translation.]

*Code of Hacienda, 1884.*LAW XVI.—*Customs house regulations for importation.*CHAPTER I.—*The formalities to be complied with in foreign ports.*SECTION I.—*Formalities to be complied with by captains of vessels.*

ART. 2. Every vessel, whatever be its class, nationality, and burden, including all minor craft, with or without deck, which leaves foreign ports for Venezuela, with cargo or in ballast, must be provided with its navigation permit and be cleared by the Venezuelan consular officer, with the documents prescribed in this section, bound for an open port, and it shall not be permitted to stop at any point on the Venezuelan coast except the port to which it is bound.

ART. 3. Every captain or supercargo of a vessel which takes on cargo in foreign ports for Venezuela must present in duplicate, in each port in which (the vessel) is cleared, to the respective Venezuelan consul or his substitute, a manifest signed by him of all the cargo which he receives there, to comprise the following data stated in a methodical and clear manner.

The class, nationality, burden, and name of the vessel and the name of its captain; the names of the shippers of the goods, and those <sup>a</sup> of the respective consignees in the ports of Venezuela, together with the corresponding bills of lading numbered in their order; the marks and number of each package, classified according to boxes, bales, barrels, hogsheads, trunks,<sup>b</sup> crates, and other receptacles, loose or in packing cases, as they may be; and the total of packages destined to each port, as well as the aggregate of those destined to Venezuela.

ART. 4. The captain or supercargo of a vessel which takes on cargo in any foreign port for Venezuela, must, besides the manifest and other documents required by this section, present in duplicate to the consular officer the bills of lading which he has signed for each shipper.

ART. 5. In the manifest of the cargo which a vessel conveys to Venezuela must be comprised that of the cargo which it is conveying at the same time to foreign ports; and if it conveys cargo for foreign ports and makes stops in Venezuela without having any cargo for Venezuela it shall present to the consular officer

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<sup>a</sup> The Code of Hacienda of 1899 omits "those."—Agent's note.

<sup>b</sup> The Code of Hacienda of 1899 inserts "firkins."—Agent's note.

for certification a copy of the manifest of the cargo which it is carrying, in which shall be stated the marks and number of each package.

§1. Steamers of established lines with a fixed itinerary which carry on commerce with several nations are excepted, their captains or supercargos being merely obliged to deliver to the custom house, when requested by the latter, the manifests of the cargo which they are carrying to foreign ports.

§2. Lines of steamers which may be established between the West Indies and Venezuela shall not be comprised in this exception.

ART. 6. The captain or supercargo of a large or small vessel which leaves the West Indies in ballast for Venezuela must state this fact in writing to the consular officer, who shall certify to that effect at the foot of the document and return the latter to the captain; and, taking the proper note, he shall make the matter known to the Ministry of Hacienda.

Single §. The captain of a vessel coming from the Antilles must include the ballast in the mess list (*lista de rancho*) even when he has specified it in the statement prescribed by this article, under the penalty provided in case 10 of art. 194, chap. XI, of this law.

ART. 7. When a vessel cleared in a foreign port for Venezuela brings cargo or stops in a port of the West Indies, or if it stops at such port under stress, its captain or supercargo shall present to the consular officer the manifest or manifests of the cargo which it carries, whether the latter be for Venezuela or foreign ports; if it comes in ballast from another island of the West Indies, also the certificate <sup>a</sup> mentioned in the preceding article; and the consular officer shall certify in the proper document that this provision has been complied with, and he shall give to the Ministry of Finance the proper notice together with such information as he may deem necessary.

§1. Excepted are steamers to which §1 of article 5 applies.

§2. When the manifests of steamers coming from Curazao or Trinidad only comprise funds in cash belonging to the Commercial Bank,<sup>b</sup> these steamers shall be considered, as regards the legal requirements to be made of them upon their entry, as not having taken on cargo in those ports.

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<sup>a</sup> The Code of Hacienda of 1899 has "qualification" instead of "certificate."—Agent's note.

<sup>b</sup> The Code of Hacienda of 1899 has "Bank of Venezuela."—Agent's note.

ART. 8. The captain or supercargo of every large or small vessel, with or without deck, national or foreign, which is cleared in the West Indies for Venezuela, in ballast or with cargo, or which, coming from foreign ports with the same destination, stops at the West Indies or puts into port there under stress, or the captains or supercargos of steamers which, under special concessions from the Venezuelan Government, are carrying on at the same time commerce with the West Indies and coastwise trade,<sup>a</sup> shall make before the consular officer a declaration of the things on board for the repair of the sails, rigging, and other uses of the vessel, as well as the provisions for the mess, according to §2 of this article, stating the quantity of such things and provisions in figures written out. This declaration shall be made at the foot of the manifest, and before the latter is certified to by the consul, in the last port of the West Indies in which cargo is taken on; or in those where no cargo is taken, on a separate document to which the consular officer shall certify.

§1. The captains or supercargos of sailing vessels coming from abroad and which do not stop at the West Indies, and the captains or supercargos of steamers which, although they do (not) stop at the West Indies, are engaged solely in foreign commerce, may draw up the said lists of things for the repair of the vessel and of mess provisions in the first port at which they arrive in Venezuela.

§2. It shall not be permissible to include, among the things for the repair of sails, rigging, and other uses of the vessel, articles which can not be used for these purposes; and the mess provisions shall not exceed the amount necessary for the consumption of the vessel in each round trip plus a stop of half the time occupied therein.

ART. 9. In the list of the articles belonging to the captain and crew of the vessel, required according to No. 6 of article 4, there shall not be comprised things not adapted (apropiados) to their use.

ART. 10. The ballast of vessels shall not contain things subject to the payment of duties, and when it contains chinaware and pieces of pottery or other similar articles, the fact shall be stated in the mess list, according to the formalities prescribed at the place of origin, the kind and quantity being given.

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<sup>a</sup> The Code of Hacienda of 1899 omits "or the captains or supercargos of steamers which under special concessions from the Venezuelan Government, are carrying on at the same time commerce with the West Indies and coastwise trade."—Agent's note.

PROVISIONS OF CODE OF HACIENDA OF 1884 GOVERNING DUTIES  
OF SHIPPERS.

*Código de Hacienda, 1884.<sup>a</sup>*

LEY XVI.—*Régimen de Aduanas para la importación.*

CAPÍTULO I.—*De las formalidades que deben llenarse en los puertos  
extranjeros.*

SECCIÓN II.—*Formalidades que deben llenar los embarcadores.*

ART. 11. Toda mercadería que se embarque en el extranjero para <sup>b</sup> Venezuela, debe despacharse con los documentos exigidos en esta sección. En consecuencia, no pueden remitirse mercaderías<sup>c</sup> á la orden en busca de mercado, ni manifestarse en las facturas ó sobordos unos mismos bultos para distintos puertos.

ART. 12. Los embarcadores de mercaderías en puertos extranjeros, fuera de las Antillas,<sup>d</sup> que vengan destinadas á Venezuela, deben entregar por triplicado, en idioma Castellano, al Cónsul venezolano, ó á la persona que lo subroge, una factura firmada expresando en ella:

El nombre del remitente, el de la persona á quien se remiten, el lugar en que se embarquen, el puerto á que se destinen, la clase, nacionalidad y nombre del buque, y el de su Capitán;

La marca, número y clase de cada bulto, su contenido, peso bruto, precisamente en kilogramos, y su valor. El contenido se expresará designando el nombre de cada mercadería, la materia de que se componga y la calidad ó circunstancia que la distinga de otra mercadería de su mismo nombre, especificada en el Arancel en diferente clase.

§ 1º Los bultos de un mismo contenido, tamaño, peso y forma, como sacos, cajas, barriles, guacales, cuñetes, etc., de cereales, jabón, loza, fideos, velas y sus semejantes, y que estén señalados con unos mismos números y marcas, pueden comprenderse en una misma partida.

§ 2º. Si los interesados alegan ignorancia del idioma castellano, el Agente consular está en el deber de traducir la factura que le

<sup>a</sup> The Código de Hacienda of 1899 has substantially the same provisions with the exceptions noted in the footnotes.—Agent's note.

<sup>b</sup> The Código de Hacienda of 1899 has in place of "para," "con destino á."—Agent's note.

<sup>c</sup> The Código de Hacienda of 1899 reads "mercancías."—Agent's note.

<sup>d</sup> The Código de Hacienda of 1899 omits the words "fuera de las Antillas."—Agent's note.



presenten y sacará de la traducción dos ejemplares más. El Agente cobrará por versión y copia quince bolívares cuando la factura original no exceda de treinta líneas escritas, y quince céntimos de bolívar más por cada una de las excedentes.

ART. 13. Las facturas de las mercaderías que se embarquen en las Antillas con destino á Venezuela deben presentarse por triplicado al Agente consular en la misma forma, expresando,<sup>a</sup> además de todos<sup>b</sup> los requisitos exigidos por el artículo anterior, la clase arancelaria de las mercaderías.<sup>c</sup>

ART. 14. Los bultos que se embarquen en el extranjero con destino á Venezuela, pueden contener mercaderías correspondientes á<sup>d</sup> dos ó más clases arancelarias; pero se considerarán para el aforo, como si cada bulto sólo contuviese mercaderías de la clase más gravada de las que lo compongan.

ART. 15. En la factura que se presente al Cónsul venezolano para su certificación, pueden comprenderse bultos de distintas marcas que se remitan por cada embarcador á su respectivo consignatario.

[Translation.]

*Code of Hacienda, 1884.*

LAW XVI.—*Regulation of custom houses for importation.*

CHAPTER I.—*Formalities to be complied with in foreign ports.*

SECTION II.—*Formalities to be complied with by shippers.*

ART. 11. All goods shipped from foreign countries to<sup>e</sup> Venezuela must be cleared in accordance with the documents prescribed by this section. Consequently goods can not be shipped to order in search of a market, nor can the same packages be listed in invoices or manifests as bound for different ports.

ART. 12. Shippers of goods from foreign ports, except the West Indies,<sup>f</sup> which are bound for Venezuela must deliver in triplicate,

<sup>a</sup> The Código de Hacienda of 1899 has in place of "deben presentarse por triplicado al Agente consular en la misma forma, expresando," the words "pueden expresar."—Agent's note.

<sup>b</sup> The Código de Hacienda of 1899 omits "todos."—Agent's note.

<sup>c</sup> The Código de Hacienda of 1899 reads "mercancías."—Agent's note.

<sup>d</sup> The Código de Hacienda of 1899 reads in place of "correspondientes á" simply "de."—Agent's note.

<sup>e</sup> The Code of Hacienda of 1899 reads "destined for" instead of "to."—Agent's note.

<sup>f</sup> The Code of Hacienda of 1899 omits "except the West Indies."—Agent's note.

in the Spanish language, to the Venezuelan consul or the person taking his place, a signed invoice stating: The name of the shipper, the name of the consignee, the place whence shipped, the port of destination, the class, nationality, and name of the vessel, and the name of its captain; also the mark, number, and class of each package, its contents, gross weight, exactly in kilograms, and its value. The contents shall be indicated by stating the number of each article of goods, the substance of which composed and the quality or characteristic which distinguishes it from other goods of the same name specified in the tariff in a different class.

§1. Packages of the same weight, size, weight, and form, such as sacks, boxes, barrels, crates, kegs, etc., of cereals, ham, chinaware, vermicelli, candles, and similar articles, and which are marked with the same numbers and marks, may be comprised in one and the same lot.

§2. If the interested parties allege ignorance of the Spanish language, it shall be the duty of the consular officer to translate the invoice which they present to him, and he shall make two extra copies of the translations. The consular officer shall charge 15 bolivars for the translation and copies when the original invoice does not exceed 30 written lines, and 50 centimes more for each additional line.

ART. 13. The invoices for goods shipped from the West Indies to Venezuela shall be presented in triplicate to the consular officer in the same form, there being mentioned<sup>a</sup> not only all<sup>b</sup> the things prescribed by the foregoing article but also the class, according to the tariff, to which the goods belong.

ART. 14. Packages shipped from foreign countries to Venezuela may contain goods belonging to<sup>c</sup> two or more tariff classes, but in appraising them each package shall be considered as containing only goods of the most heavily assessed class which it comprises.

ART. 15. In the invoice to be presented to the Venezuelan consul for his certification, packages of different marks sent by each shipper to his respective consignee may be comprised.

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<sup>a</sup> The Code of Hacienda of 1899, in place of "shall be presented in triplicate to the consular officer in the same form, there being mentioned," reads "may mention."—Agent's note.

<sup>b</sup> The Code of Hacienda 1899 omits "all."—Agent's note.

<sup>c</sup> The Code of Hacienda 1899 has in place of "belonging to" the word "of."—Agent's note.

PROVISIONS OF CODE OF HACIENDA OF 1884 GOVERNING TRANSHIPMENT IN PORTS OF THE WEST INDIES.

*Código de Hacienda de 1884.*

LEY XVI.—*Régimen de Aduana para la importación.*

CAPÍTULO I.—*De las formalidades que deben llenarse en los puertos extranjeros.*

SECCIÓN IV.—*Formalidades que deben llenar los Cónsules y los Capitanes de buques en el trasbordo de mercaderías.<sup>a</sup>*

ART. 17. En todo puerto en donde se embarquen mercaderías con destino á Venezuela, pero que deban ser trasbordadas á otro buque en otro puerto extranjero, se presentarán al Agente Consular residente en él, la factura ó facturas y el sobordo especialmente relativo á ellas, en el número y con las formalidades exigidas por los artículos 3º y 12 de esta Ley, expresando en dichos documentos el puerto en que deba hacerse el trasbordo, y si fuere posible, el nombre del buque al cual hayan de ser trasbordadas.

ART. 18. El Capitán ó sobre-cargo del buque á que se trasborden las mercaderías, presentará al Agente Consular los pliegos cerrados y sellados que remita el Cónsul de la primitiva procedencia de aquéllos al Administrador de la Aduana á que vengan destinadas las mercaderías; y le presentará también el sobordo de dicha primitiva procedencia, con una nota puesta al pié que firmará en presencia del Cónsul, expresando en ella que los bultos contenidos en él los ha recibido de trasbordo en su buque; y el nombre, clase, nacionalidad, porte y destino de éste.

ART. 19. El Agente consular certificará á continuación del sobordo, que la nota puesta en él, de conformidad con el artículo anterior, ha sido firmada en su presencia; y en los sobres de los pliegos cerrados y sellados certificará el nombre del buque en que se haya hecho el trasbordo, expresando su clase, nacionalidad, porte y destino, y el nombre de su Capitán; y dará parte al Ministerio de Hacienda y á la Aduana respectiva por el inmediato paquete.<sup>b</sup>

<sup>a</sup> The Código de Hacienda of 1899 contains practically the same provisions, the only difference being found in article 19 and "§ único" of article 20, both of which variations are noted in their appropriate places.—Agent's note.

<sup>b</sup> The corresponding article of the Código de Hacienda of 1899 reads as follows (*italics denote varying words*):

"ART. 19. El Agente Consular certificará á continuación del sobordo, que la nota puesta en él, de conformidad con el artículo anterior, ha sido firmada en su presencia; y en los sobres de los pliegos cerrados y sellados certificará el nombre del buque en que se haya hecho el trasbordo, expresando su clase, nacionalidad, porte y destino, y el nombre de su capitán; y dará parte á la Sala de Examen de la Contaduría General y á la Aduana respectiva por el próximo paquete."—Agent's note.

ART. 20. El trasbordo debe hacerse de todas las mercaderías que hayan de ser trasbordadas; y en las Antillas, de á bordo del buque que las conduzca del puerto de la procedencia, á bordo del buque que debe<sup>a</sup> conducir las al puerto á que vayan destinadas.

§ ÚNICO. Si las mercaderías se desembarcaren en el puerto de las Antillas en que iban ó [á] ser trasbordadas, se considerarán como procedentes de allí, y desde luego habrá de observarse en su despacho las formalidades exigidas por el artículo 13; á menos que presenten en la Aduana para donde van destinadas, junto con todos los documentos consulares respectivos, del puerto de la primitiva procedencia, una certificación del Cónsul de la Colonia en que se compruebe que las mercaderías han tenido que desembarcarse allí por falta de buque en qué trasbordarse.<sup>b</sup>

ART. 21. El buque que traiga á Venezuela mercaderías tomadas de trasbordo, debe presentar en el acto de la visita de entrada, con los demás documentos exigidos por esta ley, el sobordo y los pliegos de que trata el artículo 19.

ART. 22. Los Cónsules de la República en el exterior no certificarán los sobordos formados en sus respectivos puertos por los Capitanes ó sobre-cargos de buques destinados á Venezuela, si dichos sobordos contienen mercaderías de otros puertos, que se hayan tomado de trasbordo, las cuales deben venir en *sobordos especiales*, hechos en los puertos de su primitiva procedencia, y respecto de los cuales debe cumplirse lo prevenido en los artículos 17, 18 y 19 de esta Ley.

[Translation.]

*Code of Hacienda, 1884.*

LAW XVI.—*Custom House rules for importation.*

CHAPTER I.—*Formalities to be fulfilled in foreign ports.*

SECTION IV.—*Formalities to be fulfilled by Consuls and captains of vessels in the transshipment of merchandise.*<sup>c</sup>

ART. 17. In every port in which merchandise is embarked for Venezuela but to be transhipped to another vessel in another

<sup>a</sup> The Código de Hacienda of 1899 reads "deba."—Agent's note.

<sup>b</sup> The corresponding article of the Código de Hacienda of 1899 reads as follows (italics denote varying words):

"§ ÚNICO. Si las mercaderías se *desembarcan* en el puerto de las Antillas en que iban á ser trasbordadas, se considerarán como procedentes de allí *para todo lo concerniente á su despacho y liquidación*, á menos que presenten en la Aduana para donde van destinadas, junto con todos los documentos consulares respectivos del puerto de la primitiva procedencia, una certificación del Cónsul de la Colonia, en que se compruebe que las mercaderías han tenido que desembarcarse allí por falta de buque en que trasbordarse."—Agent's note.

<sup>c</sup> The Code of Hacienda of 1899 contains practically the same provisions, the only differences being found in article 19 and "§ único" of article 20, both of which variations are noted in their appropriate places—Agent's note

foreign port, there shall be presented to the consular agent residing in such port, the invoice or invoices and the manifest specially relating to the merchandise, to the number and with the formalities required by articles 3 and 12 of this law, there being stated in said documents the port in which the trans-shipment is to be made, and if possible, the name of the vessel to which it is to be transshipped.

ART. 18. The Captain or Supercargo of the vessel to which the merchandise is transshipped shall present to the consular agent the closed and sealed documents transmitted by the consul of the port of origin thereof to the collector of customs to which the merchandise is sent; and he shall also present to him the manifest of said port of origin, with a note placed at the bottom to be signed in presence of the consul, stating that the packages comprised therein have been received by him by way of transshipment on his vessel; and stating the name, class, nationality, burden, and destination of the latter.

ART. 19 The consular agent shall certify after the manifest that the note placed thereon in accordance with the foregoing article has been signed in his presence; and on the envelope of the closed and sealed documents he shall certify to the number of the vessel on which transshipment has been made, stating its class, nationality, burden, and destination, and the name of its captain; and he shall notify the ministry of Finance and the proper custom house, by the next mail boat.<sup>a</sup>

ART. 20. The transshipment must comprise all the merchandise to be transshipped; and in the Antilles, from on board the vessel bringing them from the port of origin to the vessel which is to convey them to the port of destination.

SINGLE SECTION. If the merchandise is landed in the port of the Antilles in which it was to be transshipped, it shall be considered as coming therefrom, and consequently the formalities prescribed by article 13 will have to be observed in its clearance; unless there is presented in the custom house to which it is destined, together

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<sup>a</sup> The corresponding article of the Code of Hacienda of 1899 reads as follows (italics denote varying words):

"ART. 19. The consular agent shall certify after the manifest that the note placed thereon in accordance with the foregoing article has been signed in his presence; and on the envelope of the closed and sealed documents he shall certify to the number of the vessel on which transshipment has been made, stating its class, nationality, burden, and destination, and the name of its captain; and he shall notify the *auditor's office of the general account department* and the proper custom house by the *next mail boat.*"—Agent's note.

with all the respective consular documents from the port of origin, a certificate of the consul of the colony showing that the merchandise has had to be landed there for the lack of a vessel on which to be transshipped.<sup>a</sup>

ART. 21. A vessel bringing to Venezuela merchandise taken on by way of transshipment shall present, upon being searched at the entrance of the port, the manifest and the closed documents referred to in article 19, together with the remaining documents required by this law.

ART. 22. The consul of the Republic in foreign countries shall not certify to the manifests drawn up in their respective ports by the captains or supercargoes of vessels bound for Venezuela, if said manifests embrace merchandise from other ports which have been taken on by way of transshipment, which merchandise must be recorded in special manifests drawn up in the ports of its origin, and with regard to which manifests the provisions of articles 17, 18, and 19 of this law must be observed.

PROVISIONS OF CODE OF HACIENDA OF 1884 AS TO EXEMPTION FROM IMPORTATION DUTIES.<sup>b</sup>

*Código de Hacienda, 1884.*

LEY XVI.—*Régimen de Aduanas para la importación.*

CAPÍTULO VIII.—*De los derechos arancelarios.*

SECCIÓN III.—*De la exención de derechos.*

ART. 172. No causarán derechos de importación los artículos que se introduzcan para uso y consumo del Presidente de la República ó de los Ministros del Despacho; ni los equipajes y efectos de los Agentes Diplomáticos acreditados en Venezuela; ni las mecaderías destinadas á empresas favorecidas y exencionadas por la ley, ó por contratos celebrados con el Ejecutivo Nacional, en uso de sus facultades, siempre que en cada uno de estos casos se llene los requisitos prevenidos en los artículos siguientes.

<sup>a</sup> The corresponding article of the Code of Hacienda of 1899 reads as follows (italics denote varying words):

"SINGLE SECTION. If the merchandise is landed in the port of the Antilles where it was to be trans-shipped, it shall be considered as coming therefrom *as far as concerns its clearance and payment of duties*, unless there is presented, in the custom house to which it is destined, together with all the respective consular documents from the port of origin, a certificate of the consul of the colony showing that the merchandise has had to be landed there for the lack of a vessel on which to be trans-shipped."—Agent's note.

<sup>b</sup> The same provision is to be found in the Código de Hacienda of 1899.—Agent's note.

*Code of Hacienda, 1884.*LAW XVI.—*Custom-house regulations for importation.*CHAPTER VIII.—*Tariff duties.*SECTION III.—*Exemptions from duties—Article 172.*

Articles imported for the use and consumption of the President of the Republic or the Ministers of State shall be exempt from import duties; likewise the outfit and belongings of diplomatic officers accredited to Venezuela; likewise merchandise destined for enterprises favored and exempted by the law, or by contracts concluded with the National Executive, in the use of his powers, provided in each of these cases the requirements prescribed in the following articles are fulfilled.

PROVISION OF CODE OF HACIENDA OF 1884 RELATING TO COASTWISE TRADE.

*Código de Hacienda, 1884.*LEY XVIII.—*Comercio de Cabotaje.*

ART. 1º. Comercio interior marítimo, de cabotaje ó costanero es el que se hace entre puertos habilitados y puntos litorales de Venezuela, en buques nacionales con mercancías extranjeras que han pagados sus derechos, ó con frutos ó producciones del país.<sup>a</sup>

[Translation.]

*Code of Hacienda, 1884.*LAW XVIII.—*Coastwise trade.*

ART. 1. Inland maritime or coastwise trade is that carried on among open ports and coastline points of Venezuela in national vessels carrying foreign goods on which the duties have been paid, or carrying fruits or produce of the country.<sup>b</sup>

<sup>a</sup> The corresponding article in the Código de Hacienda of 1899 reads as follows (italics denote varying words):

“ART. 1º. Comercio interior marítimo de cabotaje ó costanero es el que se hace entre puertos habilitados y puntos *del litoral* de Venezuela, *ó de las costas de sus lagos ó de las riberas de sus ríos*, en buques nacionales con mercancías extranjeras que han pagado sus derechos, ó con frutos ó producciones del país.”—Agent’s note.

<sup>b</sup> The corresponding article in the Code of Hacienda of 1899 reads as follows (italics denote varying words):

“Art. 1. Inland maritime or coastwise trade is that carried on among open ports or points of the coastline of Venezuela, *or of the shores of its lakes or of its rivers*, in national vessels carrying foreign merchandise which have paid their duties, or carrying fruits or produce of the country.”—Agent’s note

PROVISIONS OF CODE OF HACIENDA OF 1884 GOVERNING IMPORT  
COMMERCE WITH THE WEST INDIES.

*Código de Hacienda, 1884.*

LEY XXXVIII.—*Disposiciones complementarias.*

SECCIÓN I.—*Sobre importación y exportación de mercaderías.*

ART. 1º. Los frutos, mercaderías y efectos procedentes de Colonias extranjeras que se introduzcan por los puertos de la República, habilitados para la importación, pagarán un treinta por ciento adicional sobre los derechos que se liquiden en cada manifiesto, conforme al Arancel vigente.

ART. 2º. Los frutos, mercaderías y efectos que se embarquen en Europa ó en los Estados Unidos de la América del Norte, con destino á puertos orientales ú occidentales de la República, á donde no hayan de llegar los buques que los conduzcan, podrán ser trasbordados para seguir á dichos puertos, en Carúpano, La Guaira ó Puerto Cabello, y podrán también ser reconocidos y liquidados sus derechos en cualquiera de estos tres puertos, para continuar después de cabotaje á su respectivo destino.

§ 1º. En este último caso se hará de los derechos de las mercaderías, frutos ó efectos así importados, una rebaja de cinco céntimos de bolívar sobre cada kilogramo del pesos que tengan las mercaderías contenidas en la factura, como indemnización de los gastos extraordinarios hechos en ellos, y deberán que dar los efectos reconocidos, depositados en las Aduanas respectivas hasta su reembarque para el lugar á que viene destinados.

§ 2º. Los Administradores de Aduana no harán la rebaja á que se refiere el párrafo anterior cuando en los sobordos y facturas consulares correspondientes, no se encuentre expresado el puerto oriental ú occidental para donde viene destinadas las mercaderías.

ART. 3º. Los buques que reciban de trasbordo en La Guaira, Puerto Cabello ó Carúpano, frutos, mercaderías y efectos para conducirlos á otros puertos orientales ú occidentales de la República, como lo permite la ley, cuando sean nacionales, no podrán conducir á la vez mercaderías de cabotaje, pues dichos buques deben considerarse, en el puerto en que descarguen, como procedentes del extranjero.

ART. 4º. Los Capitanes ó sobrecargos de los buques que reciban mercancías de trasbordo en los puertos de La Guaira, Puerto Cabello ó Carúpano, presentarán en la Aduana adonde conduzcan estas mercancías, los sobordos, facturas y conocimientos corres-



pondientes á éllas, los cuales les serán entregados por el Administrador de la Aduana, en cuyo puerto se haya efectuado el trasbordo, después que este empleado haya confrontado y visado los sobordos con las notas que debe presentar á la Aduana el empleado que presencie el trasbordo de las mercancías.

ART. 5º. Los Administradores de las Aduanas Marítimas en cuyos puertos se efectúen estos trasbordos, participarán en cada caso, al Ministerio de Finanzas y á la Aduana adonde vayan dirigidas las mercancías, el nombre del buque en que éstas hayan venido del extranjero, el del que las conduce al puerto de su destino, el número de bultos que constituyen la carga trasbordada y el envío de los documentos que se refieren á ella.

ART. 6º. La falta de cualquiera de los documentos con que deben venir acompañadas las mercancías extranjeras que se importan en la República según la ley de Régimen de Aduanas, impedirá el trasbordo á que se refieren los artículos anteriores; y el Administrador de la Aduana en cuyo puerto habría debido verificarse esta operación detendrá las mercancías hasta que la falta sea subsanada con arreglo á la misma ley de Régimen de Aduanas, después de lo cual las reconocerá y liquidará como si hubieran venido destinadas para dicho puerto.

ART. 7º. Las mercancías que se importen de las Antillas con destino al tránsito para Colombia se liquidarán también con el recargo de 30 % adicional establecido por esta ley, en previsión de que por alguna circunstancia de las expresadas en la de tránsito, tengan que pagar en Venezuela los derechos que causen á su entrada.

ART. 8º. Los frutos y demás producciones nacionales, continuarán exportándose como hasta ahora para el extranjero, por todos los puertos habilitados al efecto. También podrán trasbordarse en los de La Guaira, Puerto Cabello y Carúpano, á voluntad de sus dueños siempre que al efectuarse el trasbordo se acredite auténticamente que están ya satisfechos los derechos de tránsito, liquidados por la respectiva Aduana Terrestre.

[Translation.]

*Code of Hacienda, 1884.*

LAW XXXVIII.—*Supplementary provisions.*

SECTION I. *Regarding the importation and exportation of merchandise.*

ART. I. Produce, merchandise, and effects coming from foreign colonies and imported through the ports of the Republic open to importation shall pay 30 % additional over the duties specified in each manifest in accordance with the tariff in force.

ART. 2. Produce, merchandise, and effects embarked in Europe or the United States of North America and bound for eastern or western ports of the Republic at which the vessels carrying them are not to arrive, may be transshipped, to continue to said ports, at Carupano, La Guaira, or Puerto Cabello, and they may also be examined and collected on at any of these three ports, to continue thence coastwise to their respective destinations.

§1. In this latter case there shall be made, from the duties on the merchandise, produce, or effects thus imported, a rebate of 5 centimes per bolivar for each kilogram of weight of the goods comprised in the invoice, as compensation for the extra expenses incurred in connection with them, and the goods examined shall be deposited in the respective custom houses until reembarked for the place to which bound.

§2. Collectors of customs shall not grant the rebate referred to in the foregoing paragraph when the eastern or western port to which the goods are destined is not mentioned in the proper manifest or consular invoice.

ART. 3. Vessels which receive produce, merchandise, and effects at La Guaira, Puerto Cabello, or Carupano by way of transshipment in order to convey them to other eastern or western ports of the Republic, as permitted by law in the case of national vessels, shall not be allowed to carry goods coastwise at the same time, since such vessels must be considered, in the port where they discharge their cargo, as coming from abroad.

ART. 4. The captains or supercargos of vessels which receive goods by way of transshipment in the ports of La Guaira, Puerto Cabello, or Carupano shall present, at the custom house to which they convey these goods, the manifests, invoices, and bills of lading pertaining thereto, which shall be delivered to them by the collector of customs in whose port the transshipment has taken place, after this official has compared and visa-ed the manifests with the notes to be presented to the custom house by the official who is present at the transshipment of the goods.

ART. 5. The collectors of maritime customs in whose ports such transshipments are made shall make known in each case, to the Ministry of Finance and to the custom house to which the goods are addressed, the name of the vessel on which the latter have come from abroad, the name of the vessel conveying them to their port of destination, the number of packages composing the trans-

shipped cargo, and the transmission of the documents relating to the latter.

ART. 6. The lack of any of the documents which should accompany foreign goods imported into the republic, according to the customs law, shall prevent the transshipment referred to in the foregoing articles; and the collector of customs in whose port the transshipment should have taken place shall detain the goods until the lacking documents are supplied in accordance with said customs law, after which he shall examine and collect on the goods as if they were bound for said port.

ART. 7. Goods imported from the West Indies and bound in transit for Colombia shall have levied on them the 30 % additional duty provided by this law, as a precautionary measure in case, owing to any of the circumstances mentioned in the law on transit trade, they should have to pay in Venezuela the duties due on them at their entrance.

ART. 8. National fruits and other produce shall continue to be exported as hitherto to foreign countries through all the ports open for the purpose. They may also be transshipped in the ports of La Guaira, Puerto Cabello, and Carupano, at the pleasure of their owners, provided it is authentically certified, upon the transshipment being made, that the transit duties have been paid as levied by the proper land custom house.

RESOLUTION OF DECEMBER 30, 1892, REVOKING THE DECREE OF JANUARY 26, 1883, AS TO PRODUCTS COMING FROM EUROPE AND THE UNITED STATES.

*Resolución del Ministerio de Hacienda de 30 de diciembre de 1892, sobre trasbordo de mercancías en Curazao.*

Estados Unidos de Venezuela. Ministerio de Hacienda y Crédito Público. Dirección de Aduanas. Caracas, 30 de diciembre de 1892.

Resuelto:

Dispone el Ejecutivo Nacional que desde el 1° de marzo próximo en adelante, los frutos, mercaderías y efectos procedentes de los Estados Unidos de la América del Norte ó de Europa, que por venir destinados para puertos occidentales de la República, á donde no han de llegar los buques que los conduzcan, tengan que trasbordarse en Curazao para seguir después á su destino, *se consideren como procedentes de dicha isla, para los efectos del pago de los derechos*

*de importación*; quedando en este punto derogado el Decreto Ejecutivo de 26 de enero de 1883, sobre trasbordo en las colonias extranjeras.

Comuníquese y publíquese.

Por el Ejecutivo Nacional.

J. PIETRI.

[Translation.]

*Resolution of the Ministry of Hacienda of December 30, 1892, concerning the transshipment of merchandise in Curaçao.*

United States of Venezuela, Ministry of Hacienda and Public Credit, Section of Custom Houses. Caracas, December 30, 1892.

Resolved:

The National Executive disposes that on and after March 1st proximo, the products, merchandise and effects proceeding from the United States of North America or from Europe, which, because they come destined for the western ports of the Republic, to which the vessels that carry them do not reach, have to be transshipped in Curazao in order to thence proceed to their destination, *shall be considered as originating from said island for the effects of the payment of import duties*; the Executive Decree of March 26, 1883 concerning transshipment in foreign colonies being revoked upon this point.

Let it be communicated and published.

By the National Executive.

J. PIETRI.

PROVISIONS OF CODE OF HACIENDA OF 1899 GOVERNING IMPORT COMMERCE FROM THE WEST INDIES.

*Código de Hacienda, 1899.*

LEY XIX.—*Disposiciones complementarias. Sobre importación y exportación de mercaderías.*

ART. 1º. Los frutos, mercaderías y efectos procedentes de Colonias extranjeras que se introduzcan por los puertos de la República, habilitados para la importación, pagarán un treinta por ciento adicional. Los que viniendo destinados de los puertos de Europa ó de los Estados Unidos de Norte América para Venezuela sean trasbordados en las mismas colonias á otros buques que los hayan de traer, pagarán un 30 por ciento adicional sobre los derechos que se liquiden en cada manifiesto, conforme al Arancel vigente. Esta última disposición comenzará á regir cuando lo juzgue conveniente el Ejecutivo Nacional.

ART. 2º. Los frutos, mercaderías y efectos que se embarquen en Europa ó en los Estados Unidos de la América del Norte, con destino á puertos orientales ú occidentales de la República, podrán ser trasbordados para seguir á dichos puertos en La Guaira ó Puerto Cabello; y podrán serlo también en Carúpano cuando las mercaderías vengán destinadas á puertos habilitados del oriente de la República con excepción de Ciudad Bolívar.

Las mercaderías cuyo trasbordo se efectúe en Carúpano, La Guaira ó Puerto Cabello podrán ser reconocidas y liquidados sus derechos en las respectivas Aduanas de los expresados puertos, para continuar después de cabotaje á su destino.

§ 1º. En este último caso se hará de los derechos de mercaderías, frutos ó efectos así importados una rebaja de cinco céntimos de bolívar, sobre cada kilogramo del peso que tengan las mercaderías contenidas en la factura como indemnización de los gastos extraordinarios hechos en ellos, y deberán quedar los efectos reconocidos depositados en las Aduanas respectivas, hasta su reembarque de cabotaje para el lugar á que vienen destinados. El reembarque deberá efectuarse dentro del término de diez días, pasado el cual, sin haberse verificado, pagará el introductor por almacenaje tres por ciento mensual sobre el valor declarado que tengan los efectos en la factura.

§ 2º. Los Administradores de Aduana no harán la rebaja á que se refiere el parágrafo anterior, cuando en los sobordos y facturas consulares correspondientes no se encuentre expresado el puerto oriental ú occidental para donde vienen destinadas las mercaderías.

ART. 3º. Los buques que reciban de trasbordo en La Guaira, Puerto Cabello ó Carúpano, frutos, mercaderías y efectos para conducirlos á otros puertos orientales ú occidentales de la República, como lo permite la ley, cuando sean nacionales no podrán conducir á la vez mercaderías de cabotaje, pues dichos buques deben considerarse, en el puerto en que descarguen, como procedentes del exjero [extranjero].

ART. 4º. Los Capitanes ó sobre-cargos de los buques que reciban mercancías de trasbordo en los puertos de La Guaira, Puerto Cabello ó Carúpano, presentarán en la Aduana adonde conduzcan estas mercancías, los sobordos, facturas y conocimientos correspondientes á ellas, los cuales les serán entregados por el Administrador de la Aduana, en cuyo puerto se haya efectuado el trasbordo, después que este empleado haya confrontado y visado los sobordos

con las notas que debe presentar á la Aduana el empleado que presencie el trasbordo de las mercancías.

ART. 5°. Los Administradores de las Aduanas Marítimas en cuyos puertos se efectúen estos trasbordos, participarán en cada caso al Ministerio de Hacienda y á la Aduana á donde vayan dirigidas las mercancías, el nombre del buque en que éstas hayan venido del extranjero, el del que las conduce al puerto de su destino, el número de bultos que constituyen la carga trasbordada y el envío de los documentos que se refieren á ella.

ART. 6°. La falta de cualquiera de los documentos con que deben venir acompañadas las mercancías extranjeras que se importan en la República según la ley de Régimen de Aduanas, impedirá el trasbordo á que se refieren los artículos anteriores; y el Administrador de la Aduana en cuyo puerto habría debido verificarse esta operación detendrá las mercancías hasta que la falta sea subsanada con arreglo á la misma ley de Régimen de Aduanas, después de lo cual las reconocerá y liquidará como si hubieran venido destinadas para dicho puerto.

ART. 7°. Las mercancías que se importen de las Antillas con destino al tránsito para Colombia se liquidarán también con el recargo de treinta por ciento adicional establecido por esta ley, en previsión de que por alguna circunstancia de las expresadas en la de tránsito, tengan que pagar en Venezuela los derechos que causen á su entrada.

ART. 8°. Los frutos y demás producciones nacionales, continuarán exportándose como hasta ahora para el extranjero, por todos los puertos habilitados al efecto. También podrán trasbordarse en los de La Guaira, Puerto Cabello y Carúpano, á voluntad de sus dueños, siempre que al efectuarse el trasbordo se acredite auténticamente que están ya satisfechos los derechos de tránsito; liquidados por la respectiva Aduana Terrestre.

[Translation.]

*Code of Hacienda, 1899.*

LAW XIX.—*Supplementary provisions. Regarding importation and exportation of merchandise.*

ART. 1. Produce, merchandise, and effects coming from foreign colonies and imported through the ports of the Republic open to importation shall pay 30% additional. Those which, coming from European or United States ports and destined for Venezuela, are transhipped in said colonies to other vessels which are to bring them, shall pay 30% additional over the duties specified in

each manifest in accordance with the tariff in force. This latter provision shall take effect when the National Executive deems fit.

ART. 2. Produce, merchandise, and effects embarked in Europe or the United States of North America and bound for eastern or western ports of the Republic may be transshipped to continue to said ports in La Guaira or Puerto Cabello. They may also be transshipped at Carupano when the goods are bound for open ports of the eastern part of the Republic, with the exception of Ciudad Bolivar.

Goods transshipped at Carupano, La Guaira, or Puerto Cabello may be examined and cleared in the respective custom houses of the said ports, to continue thence coastwise to their destination.

§1. In this latter case there shall be made from the duties on the merchandise, produce, or effects thus imported a rebate of 5 centimes per bolivar for every kilogram of weight of the goods comprised in the invoice, as a compensation for the extra expenses incurred in connection with them, and the goods examined shall be deposited in the respective custom houses until reembarked to proceed coastwise to the place to which they are bound. The reembarkation must take place within ten days, after which, if it has not taken place, the importer shall pay as warehouse dues 3% per month of the declared value of the goods in the invoice.

§2. Collectors of customs shall not grant the rebate referred to in the foregoing paragraph when the eastern or western port to which the goods are bound is not stated in the respective manifests and consular invoices.

ART. 3. Vessels which receive produce, merchandise, and effects at La Guaira, Puerto Cabello, or Carupano by way of transshipment in order to convey them to other eastern or western ports of the Republic, as permitted by law when they are national vessels, shall not be allowed to carry goods coastwise at the same time, for such vessels must be regarded, in the port where they discharge their cargo, as coming from abroad.

ART. 4. The captains or supercargos of vessels which receive goods by way of transshipment in the ports of La Guaira, Puerto Cabello, or Carupano shall present, at the custom house to which they take the goods, the manifests, invoices, and bills of lading pertaining thereto, which shall be delivered to them by the collector of customs in whose port the transshipment has been made, after said official has compared and visa-ed the manifests with the notes which must be presented to the custom house by the official who is present at the transshipment of the goods.

ART. 5. The collectors of maritime customs in whose ports these transshipments are made shall in each case make known to the Ministry of Finance and the custom house to which the goods are addressed, the name of the vessel on which the goods have come from abroad, the name of the vessel conveying them to their port of destination, the number of packages composing the transshipped cargo, and the transmission of the documents relating to the latter.

ART. 6. The lack of any of the documents which should accompany foreign goods imported into the Republic according to the Customs Law shall prevent the transshipment referred to in the foregoing articles; and the collector of customs in whose port the transshipment should have taken place shall detain the goods until the lacking documents are supplied in accordance with said customs law, after which he shall examine and collect on the goods as if they had been bound for said port.

ART. 7. Goods imported from the West Indies and bound in transit for Colombia shall also have the duties collected on them, the additional 30% provided by this law being added, as a precautionary measure in case, owing to any of the circumstances mentioned in the law on transit trade, they should have to pay in Venezuela the duties due on them at their entrance.

ART. 8. National fruits and other produce shall continue to be exported abroad as hitherto through the ports open for the purpose. They may also be transshipped in the ports of La Guaira, Puerto Cabello, and Carupano, at the pleasure of their owners, provided it is authentically proved, upon their transshipment, that the transit duties are already paid as levied by the proper land custom house.

EXECUTIVE RESOLUTION OF MAY 23, 1904, MAKING OPERATIVE THE 30% ADDITIONAL DUTY PROVIDED FOR IN THE CODE OF HACIENDA OF 1899.

*Resolución de 23 de mayo de 1904, por la cual se ordena poner en vigencia lo estatuido en el artículo 1º de la Ley XIX del Código de Hacienda.*

ESTADOS UNIDOS DE VENEZUELA,  
MINISTERIO DE HACIENDA Y CRÉDITO PÚBLICO,  
DIRECCIÓN DE ADUANAS,

*Caracas, 23 de mayo de 1904.—93° y 46°.*

*Resuelto:* El ciudadano Presidente Provisional de la República ha tenido á bien resolver: que desde el vencimiento de los plazos ultramarinos que señala la Ley XVI del Código de Hacienda,



contados desde esta fecha, se cumpla en todas sus partes la Ley XIX del Código de Hacienda cuyo artículo 1° dispone lo siguiente:

“ Los frutos, mercaderías y efectos procedentes de Colonias extranjeras que se introduzcan por los puertos de la República, habilitados para la importación, pagarán un 30% adicional. Los que viniendo de los puertos de Europa, ó de los Estados Unidos de Norte América para Venezuela sean trasbordados en las mismas Colonias á otros buques que los hayan de traer, pagarán un 30% adicional sobre los derechos que se liquiden en cada manifiesto, conforme al Arancel vigente. Esta última disposición comenzará á regir cuando lo juzgue conveniente el Ejecutivo Nacional.”

En consecuencia, los Administradores de las Aduanas Marítimas de la República darán estricto cumplimiento á la expresada Ley XIX del Código de Hacienda.

Comuníquese y publíquese.

Por el Ejecutivo Nacional,

J. C. DE CASTRO.

[Translation.]

*Resolution of May 23, 1904, ordering the putting into effect of the provisions of Article I of Law XIX of the Code of Hacienda.*

UNITED STATES OF VENEZUELA.

MINISTRY OF FINANCE AND PUBLIC CREDIT,

CUSTOMS BUREAU,

*Caracas, May 23, 1904 (93 and 46th).*

*Resolved:* The Provisional President of the Republic has seen fit to resolve that, as soon as the ultramarine periods designated in Law XVI of the Code of Hacienda expire, counting from this date, there be carried out in all its parts Law XIX of the Treasury Code, Article I of which provides as follows:

“ Produce, merchandise, and effects coming from foreign colonies and imported through the ports of the Republic open to importation shall pay 30% additional. Those coming from European or United States ports to Venezuela and which are transhipped in said colonies to other vessels which are to bring them shall pay 30% additional over the duties specified in each manifest in accordance with the tariff in force. This latter provision shall take effect when the National Executive deems it proper.”

Consequently, the collectors of maritime customs of the Republic shall strictly carry out the said law XIX of the Treasury Code.

Let it be communicated and published.

By the National Executive:

J. C. DE CASTRO.

RESOLUTION OF JANUARY 12, 1906, REPEALING THE ADDITIONAL 30 PER CENT DUTY PROVIDED FOR IN THE EXECUTIVE RESOLUTION OF MAY 23, 1904.

ESTADOS UNIDOS DE VENEZUELA,  
MINISTERIO DE HACIENDA,  
DIRECCIÓN DE ADUANAS,

*Caracas, 12 de enero de 1906.—95° y 47°.*

*Resuelto:* Dispone el ciudadano General Cipriano Castro, Presidente de los Estados Unidos de Venezuela y Restaurador de Venezuela, que desde esta fecha quede derogada la Resolución de 23 de mayo de 1904, que disponía el cobro del 30 % adicional á las mercancías trasbordadas en las Antillas, quedando sólo vigente la parte del artículo 1°, Ley XIX del Código de Hacienda, en cuanto á los frutos, mercaderías y efectos procedentes de Colonias extranjeras.

Comuníquese y publíquese.

Por el Ejecutivo Nacional,

J. C. DE CASTRO.

[Translation.]

UNITED STATES OF VENEZUELA,  
MINISTRY OF HACIENDA,  
DIRECTION OF CUSTOM HOUSES,

*Caracas, 12th of January 1906. 95 y 47.*

*Resolved:* General Cipriano Castro, President of the United States of Venezuela and Restorer of Venezuela, orders that from this date the Resolution of the 23d of May, 1904, be revoked, which placed an additional tax of 30 per cent on merchandise transhipped from the Antilles, remaining in force only that part of the Article 1, Law XIX of the Code of Hacienda, with regard to produce, merchandise and effects brought from foreign Colonies.

Let it be communicated and published.

For the National Executive.

J. C. DE CASTRO.

## TRANSFER OF CREDITS IN VENEZUELAN LAW.

PROVISIONS OF THE CIVIL CODE OF 1896 CONCERNING THE TRANSFER OF CREDITS AND OTHER RIGHTS.<sup>a</sup>*Código Civil, 1896.*LIBRO TERCERO.—*De las maneras de adquirir y de transmitir la propiedad y demás derechos.*TÍTULO VI.—*De la venta.*SECCIÓN 7<sup>a</sup>.—*De la cesión de créditos ú otros derechos.*

ART. 495. La cesión de un crédito, de un derecho ó de una acción es perfecta, y el derecho cedido se trasmite al cesionario, desde que hay convenio sobre el crédito ó derecho cedido y el precio, aunque no se haya hecho tradición.

La tradición se hace con la entrega del título que justifica el crédito ó derecho cedido.

ART. 1.496. El cesionario no tiene derecho contra terceros sino después que la cesión ha sido notificada al deudor, ó que éste la ha aceptado.

ART. 1.497. El deudor queda válidamente libre, si paga al cedente antes que éste ó el cesionario le haya notificado la cesión.

Se exceptúan los documentos que llèvan la aceptación explícita ó implícita del deudor.

ART. 1.498. La cesión de un crédito comprende los accesorios de ese crédito, tales como las fianzas privilegios ó hipotecas.

ART. 1.499. El que cede un crédito ú otro derecho responde de la existencia del crédito al tiempo de la cesión, á no ser que haya sido cedido como dudoso ó sin garantía.

ART. 1.500. El cedente no responde de la solvencia del deudor, sino cuando lo ha prometido expresamente y sólo hasta concurrencia del precio que se le ha dado por el crédito cedido.

ART. 1.501. Cuando el cedente ha garantizado la solvencia del deudor y nada se ha convenido sobre la duración de esta responsabilidad, se presume haberla limitado á un año, á contar desde la época de la cesión del crédito, si el plazo de éste estaba ya vencido.

Si el crédito es pagadero en un término que aun no está vencido, el año corre desde el vencimiento.

Si el crédito es de una renta perpetua, la responsabilidad de solvencia se extingue por el lapso de diez años, á partir de la fecha de la cesión.

<sup>a</sup> The same provisions are found in sections 1503-1510 of the Código Civil of 1904.—Agent's note.

ART. 1.502. El que vende una herencia sin especificar los objetos de que se compone, no está obligado á garantir sino su calidad de heredero.

Si se había aprovechado ya de los frutos de algún fundo, ó cobrado algún crédito perteneciente á la herencia, ó vendido algunos efectos de la sucesión, está obligado á reembolsarlos al comprador, si no se los ha reservado expresamente en la venta.

El comprador por su parte debe reembolsar al vendedor lo que éste ha pagado por las deudas y cargas de la sucesión y abonarle lo que se le deba por esta sucesión, cuando no haya estipulación en contrario.

*Civil Code, 1896.*

BOOK III.—*Methods of acquiring and transferring property and other rights.*

TITLE VI.—*Sale.*

SECTION 7.—*Concerning the transfer of credits or other rights.*

ART. 1495. The assignment of a credit, of a right, or of an action, is perfect, and the right assigned is transmitted to the assignee from the moment when an agreement exists on the credit or right transferred and the price, although delivery has not been made.

The delivery is performed by the delivery of the instrument which evidences the credit or the right transferred.

ART. 1496. The assignee has no right as against third parties except after notice of the assignment has been given the debtor or that the latter has accepted it.

ART. 1497. The debtor is validly released if he pays the assignor before the latter or the assignee shall have notified him of the transfer.

Documents which bear the explicit or implied acceptance of the debtor are excepted.

ART. 1498. The assignment of a credit includes the accessories of that credit such as the bonds privileges or mortgages.

ART. 1499. The person who assigns a credit or other right is responsible for the existence of the credit at the time of the assignment unless it has been assigned as doubtful or without guarantee.

ART. 1500. The assignor does not respond for the solvency of the debtor except when he has expressly so promised, and only to the amount of the price which has been paid him for the credit assigned.

ART. 1501. When the assignor has guaranteed the solvency of the debtor and nothing has been agreed upon the duration of this responsibility it is presumed that it has been limited to 1 year counting from the time of the transfer of the credit, if the term of this latter had already expired.

If the credit is payable within a term which has not expired the year shall run from its expiration.

If the credit is one of a perpetual revenue, the responsibility for solvency is extinguished by the lapse of 10 years<sup>7</sup> from the date of the transfer.

ART. 1502. He who sells an inheritance without specifying the objects of which it is composed is not obliged to guarantee anything except his qualification as heir.

If he shall already have availed himself of the proceeds of any fund, or collected a credit belonging to the inheritance, or sold other effects of the estate, he is obliged to reimburse the vendee if he has not expressly reserved them from the sale.

The vendee on his part must reimburse the vendor what the former has paid for the debts and charges of the estate and to pay him what is owed him by the estate when there is no stipulation to the contrary.

## MISCELLANEOUS.

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### DOCUMENTS RELATING TO THE LIQUIDATION OF THE COMPAÑÍA DE VAPORES DEL ORINOCO.

#### DOCUMENTOS CONTENTIVOS DE LA LIQUIDACIÓN DE LA COMPAÑÍA DE VAPORES DEL ORINOCO, ORDENADA EN EL ACTA DE LA ASAMBLEA GENERAL EXTRAORDINARIA DE 18 DE MARZO DE 1908.

*Acta de la Asamblea General Extraordinaria de 18 de marzo de 1908.*

En Ciudad Bolívar, á los diez y ocho días del mes de marzo de mil novecientos ocho, á las nueve de la mañana, previa convocatoria del Presidente de la *Compañía de Vapores del Orinoco* fechada el cuatro de los mismos mes y año y publicada en los diarios *El Luchador* y *El Liberal*, se reunieron en la oficina de la mencionada Compañía los señores accionistas que á continuación se expresan:

Robert Henderson, Presidente de la referida Sociedad, con ciento cincuenta acciones . . . . .	150
Jesse Henderson, Vice-presidente Tesorero, con ciento cincuenta acciones . . . . .	150
General José Antonio Barroeta, B., Vocal de la Junta Directiva, con cien acciones . . . . .	100
Virgilio Casalta, Vocal de la Junta Directiva, con cien acciones . . . . .	100
Tomás Machado Núñez, Secretario de la misma, con cien acciones . . . . .	100
Doctor Clodomiro Contreras, en representación del Señor General Cipriano Castro, con un mil acciones . . . . .	1,000
Guillermo Montes, por sí, con quinientas acciones . . . . .	500
Tomás Alcalá, por sí, con cien acciones . . . . .	100
Pedro José Alcalá, por sí, con cien acciones . . . . .	100
Henrique G. Bond, por sí, con cien acciones . . . . .	100
y José Antonio Márquez, por sí, con cien acciones . . . . .	100

Resultando once accionistas con

2,500

dos mil quinientas acciones, según se comprobó con las solicitudes de admisión, los certificados de depósito, y la lista de accionistas presentes, con el objeto de celebrar la Asamblea General Extraordinaria de accionistas á que se refiere la convocatoria antedicha. El señor Presidente declaró constituida la Asamblea y abierta la sesión; y ordenó al Secretario dar lectura á la mencionada convocatoria. Concluida ésta, se dió cuenta:

\*            \*            \*            \*            \*            \*            \*

5. Se dió lectura á la petición que con fecha dos de los corrientes dirijieron á la Junta Directiva, los señores Doctor Clodomiro Contreras, en representación del señor General Cipriano Castro, Guillermo Montes, Pedro José Alcalá, Henrique G. Bond, Tomás Alcalá y José Antonio Márquez, quienes en conjunto representan un mil novecientas acciones, pidiendo de acuerdo con el Artículo 268 del Código del Comercio, la convocación de un Asamblea extraordinaria que considere y resuelva los siguientes puntos: 1. Disolución de la Sociedad. 2. Liquidación de la misma y fijación de la manera de hacer ésta, y, 3. Determinar el número de liquidadores, hacer el nombramiento de éstos y señalarles poderes y facultades. El Presidente dispuso que se diese lectura también á los Artículos 270, 290 y 311 del Código de Comercio y al Artículo 15 de los Estatutos Sociales y puso en consideración la referida solicitud. Acto continuo, los peticionarios presentaron una proposición debidamente apoyada, cuyo tenor es el siguiente:

La Asamblea General Extraordinaria de la Compañía de Vapores del Orinoco:

*Considerando:*

1. Que la convocatoria de esta Asamblea fué pedida y ordenada de acuerdo con el Artículo 268 del Código de Comercio; y

2. Que los tenedores de más de las tres cuartas partes del total de las acciones, ó sus representantes, han determinado que se disuelva la Sociedad y se proceda á su liquidación de acuerdo con los Artículos 270, 290 y 311 del Código de Comercio, y 15 de los Estatutos Sociales;

*Resuelve:* Declárase disuelta la Sociedad. Procédase á su liquidación por dos liquidadores nombrados por esta Asamblea, los cuales podrán obrar conjunta ó separadamente en la Administración y representación general, con facultades de continuar el negocio mientras se efectúe la liquidación, y debiendo obrar de consumo para la realización del activo sea por venta ó traspaso, para transigir en cualquier asunto de la empresa ó para someterse al fallo de compromisarios. También se les faculta para constituir apoderados. La cuenta general de su gestión, debidamente comprobada é informada por los actuales comisarios, la rendirán ante una Asamblea General Extraordinaria, convocada por ellos mismos, ó á petición de los interesados conforme á la ley y Estatutos, y según los mismos Código de Comercio y Estatutos se procederá en la deliberación y fenecimiento de esas cuentas.

Discutida, cerrado el debate y votada, fué aprobada por unanimidad.

Se procedió á la elección de los dos liquidadores, y al efecto fueron nombrados escrutadores los señores Henrique G. Bone y

José Antonio Márquez, quienes procedieron á cumplir su encargo. Recogida la votación para uno de dos dichos liquidadores, dió el siguiente resultado: El señor Robert Henderson obtuvo dos mil trescientos cincuenta votos (2,350) representados por diez de los accionistas presentes, y el señor Jesse Henderson obtuvo ciento cincuenta votos representados por un accionista (150). Se procedió á la votación para el otro liquidador y recogida esta resultó que: El señor Doctor Clodomiro Contreras obtuvo un mil quinientos votos (1,500), representados por diez accionistas y el señor Jesse Henderson obtuvo un mil votos (1,000), representados por un accionista.

El Presidente declaró electos liquidadores de la Compañía, á los señores Robert Henderson y Doctor Clodomiro Contreras, y estos manifestaron que aceptaban el cargo de liquidadores, para que han sido nombrados por la Asamblea de Accionistas.

No habiendo otro asunto de que tratar, el Presidente ordenó la lectura de la presente acta, y puesta en consideración fué aprobada y la firman todos los concurrentes; y terminó la sesión.—Enmendado: representantes.—Entrelíneas: representados por diez de los accionistas presentes.—Vale.—Testado—los—no vale.

ROBERT HENDERSON,  
*El Presidente.*

JESSE HENDERSON.  
*El Vicepresidente-Tesorero.*

C. CONTRERAS.  
VIRGILIO CASALTA.  
P. J. ALCALÁ.  
T. ALCALÁ.

J. A. BARROETA-BRICEÑO.  
G. MONTES.  
H. G. BOND.  
J. ANTONIO MÁRQUEZ.  
T. MACHADO NÚÑEZ,

*El Secretario.*

[Translation.]

DOCUMENTS COMPRISING THE LIQUIDATION OF THE COMPAÑÍA DE VAPORES DEL ORINOCO, ORDERED IN THE MINUTES OF THE EXTRAORDINARY GENERAL SESSION OF MARCH 18, 1908.

*Minutes of the extraordinary general meeting of March 18, 1908.*

In Ciudad Bolívar, on March 18, 1908, at 9 o'clock a. m., pursuant to a call of the president of the *Compañía de Vapores del Orinoco*, dated the 4th of the same month and year and published



in "*El Luchador*" and "*El Liberal*," the following named stockholders met in the office of the said company:

	Shares.
Robert Henderson, President of the company, with one hundred and fifty shares.....	150
Jesse Henderson, Vice-president and Treasurer, with one hundred and fifty shares.....	150
General José Antonio Barroeta B., member of the board of directors, with one hundred shares.....	100
Virgilio Casalta, member of the board of directors, with one hundred shares..	100
Tomás Machado Núñez, Secretary of the company, with one hundred shares..	100
Doctor Clodomiro Contreras, representing General Cipriano Castro, with one thousand shares. ....	1,000
Guillermo Montes, for himself, with five hundred shares.....	500
Tomás Alcalá, for himself, with one hundred shares.....	100
Pedro José Alcalá, for himself, with one hundred shares.....	100
Henrique G. Bond, for himself, with one hundred shares.....	100
José Antonio Márquez, for himself, with one hundred shares.....	100

Making a total of 11 shareholders, with..... 2,500

two thousand five hundred shares as was verified by the applications for admission, the certificates of deposit, and the list of shareholders present, the purpose being to hold the extraordinary general meeting of stockholders referred to in the above-mentioned call. The president declared the meeting open, and ordered the secretary to read the aforementioned call. This being done there was recited:

\* \* \* \* \*

5. The petition presented on the 2d instant to the board of directors by Messrs. Dr. Clodomiro Contreras representing General Cipriano Castro; Guillermo Montes, Pedro José Alcalá, Henrique G. Bond, Tomás Alcalá, and José Antonio Márquez, was read. These gentlemen represent altogether one thousand nine hundred shares. In their petition they requested, in accordance with article 268 of the code of commerce, the issue of a call for an extraordinary meeting to consider and decide on the following points:

1. Dissolution of the company.
2. Liquidation of the same and determination of the manner of liquidating it.
3. Determination of the number of liquidators, appointment of the latter, and conferring upon them of powers and rights.

The president ordered read also articles 270, 290, and 311 of the code of commerce and article 15 of the by laws of the company, and placed the aforementioned request under consideration.

The petitioners immediately presented a duly seconded resolution of the following tenor:

The extraordinary general meeting of the *Compañía de Vapores del Orinoco*,

*Considering:*

1. That the call for this meeting was asked for and ordered in accordance with article 268 of the code of commerce; and

2. That the holders of over three quarters of all the shares, or their representatives, have decided that the company shall be dissolved and that its liquidation shall be proceeded with in accordance with article 270, 290, 311 of the code of commerce, and article 15 of the by-laws of the company;

*Resolves:*

The company is hereby declared dissolved. Let its liquidation be proceeded with by liquidators appointed by this meeting, who shall be permitted to act jointly or separately in the administration and general representation (of the company), with powers to continue the business while the liquidation is going on, they to act jointly in realizing on the assets (of the company) either by sale or transfer, in making compromises in any affair of the company, or in submitting to the decision of arbitrators. They are also authorized to employ attorneys in fact. The general account of their work, duly verified and reported upon by the present commissioners, shall be rendered by them to an extraordinary general meeting, convened by themselves, or at the petition of the interested parties in accordance with the law and by-laws, and the deliberations on and winding up of these accounts shall be in accordance with the aforesaid code of commerce and by laws.

This motion being discussed, the debates closed, and the vote taken, it was unanimously approved.

The election of the two liquidators was then proceeded with, and for this purpose Messrs. Henrique G. Bond and José Antonio Márquez were appointed judges of election, and proceeded to fulfil their duty. A vote being taken for one of the liquidators, the result was as follows: Mr. Robert Henderson received 2350 votes represented by 10 of the stockholders present, and Mr. Jesse Henderson received 150 votes represented by one stockholder. A vote was then taken for the other liquidator and resulted as follows: Dr. Clodomiro Contreras received 1500 votes, represented by 10 stockholders, and Mr. Jesse Henderson received 1000 votes, represented by one stockholder.

The president declared Messrs. Robert Henderson and Dr. Clodomiro Contreras to be elected liquidators of the company, and

they declared their acceptance of the office as liquidators to which they had been appointed by the meeting of stockholders.

There being no other matter to attend to, the president ordered the reading of the present minutes, and being taken under consideration, they were approved and are signed by all the persons present. The meeting was then adjourned.

(Corrections, interlineations, &c.)

ROBERT HENDERSON, *President.*

JESSE HENDERSON, *Vice-President.*

C. CONTRERAS.

J. A. BARROETA BRICEÑO.

VIRGILIO CASALTA.

G. MONTES.

P. J. ALCALÁ.

H. G. BOND.

T. ALCALÁ.

J. ANTONIO MÁRQUEZ.

T. MACHADO NÚÑEZ, *Secretary.*

*Convocatoria.*

*Compañía de Vapores del Orinoco en Liquidación. Sociedad Anónima.*

Capital: B. 3.000,000.

No habiendo podido efectuarse el tres de julio próximo pasado la Asamblea General extraordinaria convocada al efecto, para los fines que luego se expresan, por no ser posible para el día referido vencer dificultades ocurridas, se convoca nuevamente á los señores Accionistas para llevar á efecto la reunión, el día veinte de los corrientes á las diez a. m. en el local de la Agencia de la *Compañía Anónima de Navegación Fluvial y Costanera de Venezuela*. El objeto de la reunión es:

Primero: Tomar en consideración el Informe de los Comisarios sobre las cuentas de la liquidación de la *Compañía* y término de ésta.

Segundo: Recibir las cuentas de la Liquidación que conforme al artículo 313 del Código de Comercio presentan los liquidadores; y

Tercero: Resolver sobre el finiquito de las mencionadas cuentas y ordenar la participación que debe hacerse al Tribunal de Comercio, informando lo que sea del caso, respecto del término definitivo de la liquidación.

Ciudad Bolívar: 14 de agosto de 1908.

ROBERTO HENDERSON,

R. DELGADO CHALBAUD,<sup>a</sup>

*Liquidadores.*

<sup>a</sup>C. Contreras resigned and was replaced by R. Delgado Chalbaud. See pp. 64, 67 *infra*.—Agent's note.

[Translation.]

*Call.**Compañía de Vapores del Orinoco in liquidation. Corporation.*

Capital 3,000,000 bolivars.

It having been impossible for the extraordinary general meeting called for July 3 last for the purposes stated below to take place for the reason that difficulties which arose on said date could not be overcome, the stockholders are hereby called upon anew to hold the meeting on the 20th instant at 10 a. m. in the office of the agency of the *Compañía Anónima de Navegación Fluvial y Costanera de Venezuela*. The purpose of the meeting is:

1. To take into consideration the report of the commissioners regarding the accounts of the liquidation of the company and the termination of the liquidation.

2. To receive the accounts of the liquidation which are presented by the liquidators in accordance with article 313 of the code of commerce.

3. To resolve on the final settlement of said accounts and to order the necessary communication made to the court of accounts, giving the proper information regarding the final termination of the liquidation.

Ciudad Bolívar, August 14, 1908.

ROBERTO HENDERSON,

R. DELGADO CHALBAUD,

*Liquidators.*

*Acta de la sesión de la Asamblea General extraordinaria de veinte de agosto.*

En Ciudad Bolívar, á veinte de agosto de mil novecientos nueve, á las diez de la mañana, previa Convocatoria de los Liquidadores, fechada el catorce de los mismos mes y año y publicada en el diario *El Eco del Orinoco*, se reunieron en Asamblea General extraordinaria de la *Compañía de Vapores del Orinoco* en Liquidación, y en la Oficina de la *Compañía Anónima de Navegación Fluvial y Costanera de Venezuela* los señores Robert Henderson, Presidente de la referida Compañía en Liquidación y uno de sus Liquidadores, tenedor de diez acciones; el señor General Román Delgado Chalbaud, Liquidador de la misma Sociedad; el señor General Manuel Corao, tenedor de quinientas acciones; el señor Otto Winckelmann, tenedor de quinientas acciones; el señor Doctor Brigido Natera,

tenedor de cuatrocientas noventa acciones; el señor Doctor Luís Alcalá Sucre, tenedor de cuatrocientas ochenta y ocho acciones; el señor José Aquatella, como Apoderado del señor Adrián Blanco, representando doce acciones. Comprobándose el número de acciones con los respectivos Certificados de depósito, que fueron puestos de manifiesto, y también por los depositarios los títulos mismos de las acciones, y resultaron dos mil acciones.

El señor Presidente declaró abierta la sesión por haber el *quorum* legal y reglamentario, y previa designación que se hizo por los Accionistas concurrentes, de Secretario *ad-hoc* en el señor Eleuterio Gómez R., por enfermedad del titular señor Tomás Machado Núñez, ordenó la lectura de la Convocatoria; concluída ésta, dispuso que se diera lectura sucesiva por el Secretario al Informe representado por los Comisarios señores C. Urbano Taylor y E. Boulassière sobre la cuenta general de la Administración de los Liquidadores durante el tiempo de la Liquidación de la Compañía y el de los mismos Liquidadores señores Robert Henderson y General R. Delgado Chalbaud, sobre esa Administración; lectura que fué seguida de la del Balance final, poniendo á la disposición de los señores Accionistas todos los Libros y cuentas. Terminada la lectura y puestos en consideración de la Asamblea dichos Informes y documentos, fué votada y resultó aprobada por mil novecientas noventa acciones, absteniéndose de votar el Liquidador señor Henderson, la siguiente proposición hecha con apoyo por el señor General Manuel Corao:

“La Asamblea General extraordinaria de la *Compañía de Vapores del Orinoco* en liquidación, visto el Informe favorable de los Comisarios acerca de las operaciones que han constituido la Administración de la Compañía desde que se acordó su disolución hasta llegar al fin de la Liquidación; y examinados el Informe y cuentas de esa gestión presentados por los dos únicos Liquidadores que han administrado, señores Robert Henderson y General Román Delgado Chalbaud, *Resuelve*: primero: aprobar come aprueba en todas sus partes los citados Informes, gestión y cuentas de la Administración mencionada, que ha corrido á cargo de los Liquidadores señores Robert Henderson y General Román Delgado Chalbaud; segundo: declarar terminada la Liquidación, y de consiguiente, concluidos los poderes de los referidos Liquidadores; y tercero: expedir á éstos por la presente resolución, el correspondiente finiquito definitivo de esa Administración. Para los efectos legales, copia del Acta de la presente reunión deberá hacerse anotar en el Registro de Comercio de esta Ciudad.”

En seguida los señores Robert Henderson y General Román Delgado Chalbaud, pidieron que se dejara en el Acta de este día la

siguiente constancia, á lo cual, á propuesta del Doctor Alcalá Sucre, con apoyo, accedieron por unanimidad todos los Accionistas presentes:

“Los Liquidadores hacen constar que por no haber ocurrido el Tenedor de las Acciones marcadas con los números de uno á mil, al recibo de la cuota á él correspondiente por la final distribución de lo realizado por la Liquidación, y tampoco haber podido hacer de esa suma consignación legal por la vacante de los Tribunales, dicha suma montante á setenta y siete mil novecientos catorce bolívares con cinco céntimos, y ya rebajada la de veinte y dos mil ochenta y cinco bolívares con noventa y cinco céntimos que el mismo Accionista debía á la Compañía, ha sido depositada según documento de fecha primero de agosto último, á la orden del interesado, en poder de la *Compañía Anónima de Navegación Fluvial y Costanera de Venezuela* domiciliada en esta ciudad.”

Y comprendiendo la proposición primeramente aprobada todos los puntos materia de la Convocatoria y no habiendo otro de que tratar, el Presidente declaró terminada la sesión.

Leída la presente Acta y estando conformes todos los concurrentes firman.

ROBERTO HENDERSON,  
*Presidente.*

R. DELGADO CHALBAUD.  
B. NATERA.  
OTTO WINCKELMANN.

M. CORAO.  
LUIS ALCALÁ SUCRE.  
J. AQUATELLA.  
E. GÓMEZ R.  
*El Secretario.*

[Translation.]

*Minutes of the proceedings of the extraordinary general meeting of August 20.*

In Ciudad Bolívar, on August 20, 1909, at 10 a. m., upon a call of the liquidators dated the 14th of the same month and year and published in *El Eco del Orinoco*, there convened in an extraordinary general meeting of the *Compañía de Vapores del Orinoco* in liquidation, in the office of the *Compañía Anónima de Navegación Fluvial y Costanera de Venezuela*, Messrs. Robert Henderson, president of the said company in liquidation and one of its liquidators, holder of 10 shares; General Román Delgado Chalbaud, liquidator of said company; General Manuel Corao, holder of 500 shares; Mr. Otto Winckelmann, holder of 500 shares; Dr. Brígido Natera, holder of 490 shares; Dr. Luis Alcalá Sucre, holder of 488 shares; Mr.

Jose Aquatella, as proxy of Mr. Adrian Blanco, representing 12 shares. The number of shares being verified by the respective certificates of deposit, which were exhibited, and the shares themselves being verified by the trustees, there were found to be 2000 shares.

The president declared the meeting to be opened there being a quorum according to the law and the regulations, and Mr. Eleuterio Gómez R. having been designated by the shareholders present to act as secretary *pro tem* owing to the illness of the regular secretary Tomás Machado Muñoz, he ordered the call read. This being done, he ordered the clerk to read the report of commissioners C. Urbano Taylor and E. Boulissière regarding the general account of the administration of the liquidators during the time the company was in liquidation, and the report of the liquidators themselves, Messrs. Robert Henderson and General R. Delgado Chalbaud, on said administration. This reading was followed by that of the final balance, all the books and accounts being placed at the disposal of the stockholders. This reading being concluded and said reports and documents being taken under consideration by the meeting, a vote was taken and the following motion, made by General Manuel Corao, and seconded, was voted on and approved by 1990 shares, the liquidator Mr. Henderson refraining from voting:

“The extraordinary general meeting of the Compañía de Vapores del Orinoco in liquidation in view of the favorable report of the commissioners regarding the operations connected with the administration of the company from the time its dissolution was decided upon until the end of the liquidation; and the report and accounts of this administration, presented by the only two liquidators who have performed the administration, viz., Mr. Robert Henderson and General Román Delgado Chalbaud, being examined, resolves: 1st: to approve, as it does, in all their parts the said reports, operations, and accounts of the administration in charge of the liquidators, Messrs. Robert Henderson and General Román Delgado Chalbaud; 2nd: To declare the liquidation to be concluded and the powers of the said liquidators to be consequently terminated; and 3rd: To issue to the latter, by means of this resolution, the proper final discharge from said administration. For the purposes of the law, a copy of the minutes of the present meeting shall be entered in the register of commerce of this city.”

Thereupon Messrs. Robert Henderson and General Román Delgado Chalbaud requested that the following note be entered in the record of the proceedings of this day, which request, being

made in the form of a motion by Dr. Alcalá Sucre, seconded, was agreed to unanimously by all the stockholders present:

“The liquidators hereby note that, for the reason that the holder of the shares numbered from 1 to 1000 did not come to receive the quota due him in the final distribution of the assets realized in the liquidation, and because it was also impossible to make any lawful distribution of this sum owing to the vacation of the courts, said sum, amounting to 77,914.05 bolivars, after deducting the sum of 22,085.95 bolivars which said shareholder owed the company, has been deposited, according to a document dated August 1 last, to the order of the interested party, in the possession of the Compañía Anónima de Navegación Fluvial y Costanera de Venezuela, domiciled in this city.”

And as the motion first approved comprises all the points contained in the call, and as there was no other subjects to attend to, the president declared the meeting closed.

The present minutes being read and agreed to by all the members present, they signed them.

ROBERT HENDERSON,

*President.*

R. DELGADO CHALBAUD;

B. NATERA;

OTTO WINCKELMANN;

M. CORAO;

LUIS ALCALÁ SUCRE;

J. AQUATELLA.

E. GÓMEZ R.,

*Secretary.*

*Compañía de Vapores del Orinoco en liquidación.*

SEÑORES ACCIONISTAS:

Terminada como está la Liquidación de la *Compañía de Vapores del Orinoco* venimos á presentar á esta Asamblea las cuentas de nuestra Administración conforme lo dispone el Artículo 313 (número 8) del Código de Comercio y al efecto consignamos el siguiente informe:

Como aparece en el Libro de Actas respectivo, la Asamblea General Extraordinaria de 18 de Marzo, nombró liquidadores de la Compañía al suscrito Robert Henderson y al Doctor Clodomiro Contreras, quienes aceptaron el nombramiento, dándoseles poder suficiente para obrar conjunta ó separadamente en la Administración y representación general y facultándolos para continuar el negocio durante se efectuaba la Liquidación debiendo obrar de consuno para la realización del activo, para transigir en cualquier asunto de la Empresa ó para someterse al fallo de compromisarios.



Dispuso además aquella Asamblea, que la cuenta general de la Liquidación debidamente comprobada y informada por los Comisarios designados, fuese rendida por los Liquidadores ante una Asamblea General extraordinaria convocada por ellos mismos ó á petición de los interesados conforme á la Ley y Estatutos, y que, según los mismos Código de Comercio y Estatutos, se proceda en la deliberación y fenecimiento de dicha cuenta.

Domiciliado como está el señor Doctor Contreras en Caracas, se ausentó para aquella capital el 20 de aquel mes, sin haber intervenido en la Liquidación, quedando los asuntos de ésta á cargo del señor Henderson, quien por tener que ausentarse también, confirió poder para representarlo, al señor Jesse Henderson el día 19 de los mismos.

De acuerdo con la autorización de la Asamblea General mencionada, continuó el negocio de la navegación y era de esperarse que al terminar la Liquidación podría repartirse una regular prorrata entre los Accionistas, pero desgraciadamente, por motivos bastante conocidos de los señores Accionistas, el Vapor *Delta* apenas podía cubrir parte de sus gastos desde el mes de Abril de aquel año, porque no pudiendo efectuarse el trasbordo en Trinidad, el expresado buque hubo de limitarse á llevar algún ganado para aquella Isla, sin poder traer carga alguna; y cuando el 21 de Diciembre se hicieron los preparativos convenientes para despachar como se despachó dicho Vapor para el puerto de Cristóbal Colón, se le quebró el eje de la rueda propulsora al llegar á Barrancas y fué indispensable entonces enviar los vapores *Apure* y *Alianza* para tomar la carga que conducía y llevarla á Trinidad para lo cual se obtuvo un permiso especial del Gobierno Nacional y luego fué remolcado el *Delta*, traído á este puerto y conducido despues á Trinidad, donde entro al Dique á recibir las reparaciones indispensables mientras llegaban el nuevo eje y sus accesorios para la rueda que fueron pedidos á Nueva York.

Ese siniestro, naturalmente, causó crecidos gastos que excedieron á los proventos que había dado el buque, como lo comprueban los libros de la contabilidad y la cuenta particular del mismo.

Entretanto, los buques que hicieron la navegación del Alto Orinoco, Apure y Nutrias y otros puertos ribereños, bien poco produjeron por la falta de carga primero y luego por la bajada de los ríos.

Regresó el señor Robert Henderson, via Caracas y Trinidad en 29 de Marzo de año corriente, después de haber conferenciado

con los Accionistas residentes en aquella capital sobre el modo de terminar la Liquidación.

El señor Doctor Contreras remitió su renuncia<sup>a</sup> del puesto de Liquidador en 14 de Marzo próximo pasado y con tal motivo fué convocada una Asamblea General, á solicitud del Liquidador señor Henderson en 6 de Abril por el ciudadano Juez de Comercio de este Estado y efectuada la reunión de la Asamblea el 27 de los mismos, fué aceptada la renuncia del Doctor Contreras y nombrado para sustituirlo el señor General R. Delgado Chalbaud<sup>a</sup> quien aceptó el nombramiento y entró en ejercicio de sus funciones el día cuatro de Mayo retropróximo.

Habiendo solicitado compradores para la Empresa, á fin de poner término á su Liquidación, solo obtuvimos los suscritos, oferta que hizo el señor Guillermo Montes de trescientos mil bolívares (B. 300.000) por todos los buques y demás propiedades y existencias de la Compañía, incluso los derechos que á esta correspondían por el Contrato de Navegación que le traspasó el General M. Corao, al constituirse aquella. Y considerando los suscritos que los gastos generales y los de la Liquidación irían aumentándose con el tiempo y que no se nos hacían otras proposiciones, el señor General Delgado Chalbaud se trasladó á Caracas, tanto para consultar con los principales interesados residentes allá sobre la conveniencia de aceptar la oferta hecha por el señor Guillermo Montes, como para obtener de Gobierna Nacional, la aprobación necesaria para el traspaso del Contrato de Navegación y la exención de derechos de registro para algunos documentos y habiendo regresado en fin de Mayo, favorablemente despachado por el Ejecutivo, efectuamos el cuatro de Junio con el beneplácito de la mayoría de los Accionistas que representaban dos mil Acciones, la indicada venta, que consta por documento registrado en la Oficina Subalterna de Registro de este Distrito procediendo luego á clausurar las respectivas cuentas en los Libros de la Liquidación.

El Informe que os presentan los señores Comisarios os pondrá en conocimiento del resultado definitivo de la Liquidación, así como de la exactitud y legal comprobación de las cuentas y por éstas y por el respectivo Libro de balances mensuales, veréis que no obstante las dificultades que durante la Liquidación se han presentado para la navegación de los vapores, el resultado habría sido satisfactorio, puesto que en definitiva acusan un producto de cuatrocientos dos mil sesenta bolívares veinte céntimos (B.

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<sup>a</sup>See note *supra*. p. 57.—Agent's note

402.060,20) dado por los vapores *Apure*, *Manzanares*, *Alianza*, *Arauca*, *Socorro*, y *Boyacá*, contra ciento trece mil seiscientos sesentinueve bolívares con siete céntimos (Bs. 113.669, 07) saldo adverso de los vapores *Delta*, *Masparro*, *Orinoco*, *Forzosa*, *La Verdad*, *Héroe*, *Pontón Vencedor* y la *Lancha Avila* los que como puede verse en los libros, debido á causas inevitables tuvieron un aumento de gastos considerables por reparaciones y cuidado. Y por lo que hace á los *Gastos Generales*, estos han tenido que ser en el tiempo de la Liquidación, mucho mayores que en los años anteriores, puesto que es han agregado á los ordinarios, los gastos judiciales por Registro de Comercio, publicaciones de estos actos y convocatorias de la Asamblea General, gastos de viajes y honorarios requeridos para dar fin á dicho estado de Liquidación, extraordinarios estos que exceden de treinta mil bolívares.

La enfermedad y fallecimiento del apreciable señor Tomás Alcalá, quien desde la constitución de la Compañía desempeñaba de manera satisfactoria y correcta los puestos de Tenedor de Libros y Cajero, nos ha obligado á retardar involuntariamente la presentación de las cuentas de la liquidación y fué debido á ello y á la natural espera de cuentas cuyo cobro y explicación dependían de otras oficinas, que no pudimos hacerla en la reunión de la Asamblea convocada para el día 3 de julio próximo pasado, pues, no habiendo podido esclarecerse para entonces el estado completo de las referidas cuentas y de algunas otras, para hacer los cobros y pagos á que hubiere lugar y la distribución de los fondos existentes en caja, entre los accionistas y cerrar definitivamente los libros, no le fué posible tampoco á los señores Comisarios presentar el Informe que les corresponde dar, de acuerdo con la Ley y con lo establecido por la Asamblea General reunida el 18 de Marzo de 1908.

Efectuado el examen de los libros por los señores Comisarios y encontradas correctas y sin observación alguna las cuentas de la Liquidación, fué hecha entre los señores Accionistas la distribución de los fondos existentes en la Caja, provenientes de la venta de las propiedades y existencias de la Empresa, que eran trescientos mil bolívares (B. 300.000), y como anteriormente se habían distribuído quinientos treinta y tres mil, setecientos cuarenta y dos bolívares, con dieciseis céntimos (B. 533.742,16), formados por el Fondo de Reserva, la existencia en Caja de 31 de diciembre de 1908 y el producto las ventas de los vapores *Manzanares* y *Forzosa*, resulta que los señores Accionistas han recibido de la Liquidación la cantidad de ochocientos treinta y tres mil, setecien-

tos cuarenta y dos bolívares, con dieciseis céntimos en cancelación de sus respectivos títulos ó acciones ó sean B 277,91 por acción, que equivalen al 27,79 por ciento.

Dejamos así cumplido nuestro encargo, presentandoos nuestras demostraciones de gratitud por la confianza con que fuimos distinguidos, prometiéndonos que la Asamblea de Accionistas quedará satisfecha de nuestros servicios y prestará á nuestros actos y cuentas, su debida aprobación, declarando, desde luego, concluidas y finiquitadas dichas cuentas y definitivamente terminada la Liquidación de la *Compañía de Vapores del Orinoco*.

CIUDAD BOLÍVAR: 20 de agosts de 1909.

(Firmado.)

ROBERTO HENDERSON.

R. DELGADO CHALBAUD.

[Translation.]

*Compañía de Vapores del Orinoco in liquidation.*

MESSRS. SHAREHOLDERS:

The liquidation of the *Compañía de Vapores del Orinoco* being concluded, we hereby present to the meeting the accounts or our administration in accordance with article 313 (No. 8) of the code of commerce, and for this purpose we have prepared the following report:

As appears in the proper minute book the extraordinary general meeting of March 18 elected as liquidators of the company the undersigned Robert Henderson and Dr. Clodomiro Contrera, who accepted the appointment, they being given sufficient power to act jointly or separately in the administration and general representation, (of the company) and being authorized to continue the business while the liquidation was going on, as well as to act jointly in realizing on the assets (of the company), making compromises in any matter relating to the company, or in submitting to the award of arbitrators. The meeting further ordered that the general account of the liquidation, duly verified and reported on by the designated commissioners, should be rendered by the liquidators before an extraordinary general meeting called by themselves or at the petition of the interested parties in accordance with the law and by-laws, and that said account be deliberated upon and wound up according to the said code of commerce and by laws.

Dr. Contreras being domiciled at Caracas, left for that city on the 20th of said month, without participating in the said liquida-

tion, the business of the latter remaining in charge of Mr. Henderson, who, being obliged to leave also, gave a power of attorney to Mr. Jesse Henderson on the 19th of the same month to represent him.

In accordance with the authorization of the aforementioned general meeting, the navigation business continued and it was to be hoped that at the conclusion of the liquidation it would be possible to distribute a regular pro rata among the stockholders, but unfortunately, for reasons well known to the stockholders, the Steamer Delta was scarcely able to cover part of its expenses after the month of April of that year, for it being impossible to make transshipment at Trinidad, the said vessel had to confine itself to carrying some live stock to that island, without being able to bring any cargo; and when on December 21 the necessary preparations were made to send said steamer (as it was sent) to the port of Cristobal Colon, the axle of its propeller wheel was broken on arriving at Barrancas, and it was necessary then to send the steamer Apure and Alianza to take the cargo which it was carrying and convey it to Trinidad, for which purpose a special permit was obtained from the national government, and then the Delta was taken in tow, brought to this port, and conducted afterwards to Trinidad, where it entered the dock to receive the necessary repairs pending the arrival of the new axle and its accessories for the wheel, which had been ordered at New York.

This accident naturally involved heavy expenses which exceeded the proceeds that had been yielded by the vessel, as is proved by the account book (of the company) and by the account kept by the vessel itself.

Meanwhile the vessels which navigated on the upper Orinoco, Apure, and Nutrias, and other river ports, earned very little owing in the first place to a lack of cargo and in the second place to the lowness of the rivers.

Mr. Robert Henderson returned via Caracas and Trinidad on March 29 of the present year, after conferring with the stockholders residing at the capital regarding the mode of concluding the liquidation.

Dr. Contreras handed in his resignation of his position of liquidator on March 14 last, and for this reason a general meeting was called, at the request of liquidator Henderson, on April 6 by the commercial judge of this state, and the meeting being

held on the 20th of said month, Dr. Contreras's resignation was accepted and General R. Delgado Chalbaud was elected to succeed him. The latter accepted the election and assumed the exercise of his duties on May 4 last.

Having solicited purchasers for the enterprise, in order to conclude its liquidation, the only offer which we the undersigned received was that made by Mr. Guillermo Montes, of 300,000 bolivars for all the vessels and other property of the company, including the rights belonging to the latter under the navigation contract transferred to it by General M. Corao when the company was organized. We, the undersigned considering the fact that the general expenses and those of liquidation would go on increasing with time and that no other propositions were being made to us, General Delgado Chalbaud went to Caracas to consult with the principal interested parties residing there regarding the advisability of accepting the offer made by Mr. Guillermo Montes and in order to obtain from the national government the necessary approval for the transfer of the navigation contract and the exemption from registration fees of certain documents, and he having returned at the end of May, after receiving a favorable answer from the Executive, we made the sale in question on June 4, with the consent of a majority of the stockholders representing three thousand shares. This sale is evidenced by a deed recorded in the branch recording office of this district. We then proceeded to close the various accounts in the liquidation book.

The report presented to you by the commissioners will make known to you the final result of the liquidation, as well as the exactness and legal verification of the accounts, and from the latter as well as from the proper book of monthly balances you will see that, notwithstanding the difficulties which arose in the way of navigation by the steamers during the liquidation, the result *would have* (sic) been satisfactory, for the balances show the sum of 402,060.20 bolivars yielded by the steamers Apure, Manzanares, Alianza, Arauca, Socorro and Boyaca, as against 113,669.07 bolivars on the adverse side of the account from the steamers Delta, Masparro, Orinoco, Forzosa, La Verdad, Heroe, Ponton Vencedor, and the launch Avila, which, as may be seen in the books, had considerably increased expenses for repairs and care owing to unavoidable causes. As regards the general expenses, they were necessarily much greater during the time of the liquidation than in previous years, for to the ordinary expenditures were added the judicial

expenses for commercial registration, publication of these acts, and calls for general meetings, travelling expenses, and fees required in order to terminate the liquidation, these extraordinary expenses exceeding 30,000 bolivars.

The illness and death of the estimable Mr. Tomás Alcalá, who had satisfactorily and correctly filled the position of bookkeeper and cashier since the organization of the company, compelled us involuntarily to delay the presentation of the accounts of the liquidation, and it was due to this fact and to the customary delay while waiting for accounts, the collection and explanation of which depended on other offices, that we were unable to present these accounts at the meeting called for July 3rd last, for, it having been impossible up to that time to clear up all circumstances relating to said accounts and some others, to make the collections and payments necessary and the distribution of the funds in bank among the stockholders, and to close the books finally, it was also impossible for the commissioners to present their report, which they are required to present according to the law and the resolutions of the general meeting held March 18, 1908.

The examination of the books having been made by the commissioners, and the accounts of the liquidation having been found correct and calling for no observation, the funds in bank were distributed among the stockholders, they coming from the sale of the property of the company and amounting to 300,000 bolivars, and as there had previously been distributed 533,742.16 bolivars composed of the reserve fund, the amount in bank on December 31, 1908, and the proceeds of the sales of the steamers Manzanares and Forzosa, it is seen that the stockholders received from the liquidation the sum of 833,742.16 bolivars in cancellation of their respective shares, or 277.91 bolivars per share, equivalent to 27.79 per cent.

We have thus performed our mission, and express to you our gratitude for the confidence which you have reposed in us, hoping that the meeting of stockholders will be satisfied with our services and lend its approval to our acts and accounts by immediately declaring the accounts concluded and settled and the liquidation of the *Compañía de Vapores del Orinoco* finally concluded.

CIUDAD BOLIVAR, August 20, 1909.

(Signed.)

ROBERT HENDERSON.

R. DELGADO CHALBAUD.

CIUDAD BOLÍVAR, 20 de agosto de 1909.

Señores Accionistas de la Compañía de Vapores del Orinoco.

Una vez más tenemos la satisfacción de dirigirnos á Ustedes en nuestro carácter de Comisarios esa Compañía, cargo con que nos honró su última Asamblea General de 1908, conforme á lo que establecen el Código de Comercio y los Estatutos de esa Institución, para rendiros el siguiente informe:

Hemos tenido á nuestra disposición los libros de la Contabilidad de esa Compañía, así como también los comprobantes respectivos, y después de revisar unos y otros, con la escrupulosa acuciosidad de costumbre en nosotros, nos es grato hacer constar que todo lo hemos hallado conforme y, en consecuencia, no encontramos ninguna observación que hacer.

Poco satisfactorio ha sido el resultado de la Liquidación; más, deben tenerse en cuenta las dificultades que se opusieron á la marcha regular del negocio con la prohibición del trasbordo en Trinidad durante muchos meses; la rotura del eje del vapor *Delta*, cuya reposición por otro nuevo acarreó gastos de mayor cuantía; los considerables gastos de reparación y cuidado de los vapores *Masparro*, *Orinoco*, *Forzosa*, *La Verdad*, *Héroe*, *Pontón Vencedor* y *Lancha Avilá*, cuyas cuentas todas arrojaron saldos adversos; y por último el aumento de los *Gastos Generales* ordinarios con los extraordinarios de Registro de Comercio, asuntos judiciales, viajes, honorarios y publicaciones, todo indispensable para llevar á término la Liquidación.

Las cuentas acreedoras de la Liquidación han quedado saldadas; y en virtud de todas las propiedades de la Compañía por la suma B. 300,000 al señor Guillermo Montes, ha quedado definitivamente terminada la misma después de haberse distribuído entre los Accionistas el producto de esta venta, que sumado con la cantidad de B. 533,742.16 proveniente de la existencia en Caja para 31 de diciembre de 1907, el Fondo de Reserva y el producto de la venta de los vapores *Manzanares* y *Forzosa*, distribuída préviamente, resulta que los señores Accionistas han recibido de la Liquidación la cantidad de B. 833,742.16 por cancelación de sus títulos, ó sea la equivalencia de un 27.7914 por ciento del capital.

Terminamos manifestando que consideramos de estricta justicia que la Asamblea General de Accionistas en su próxima reunión de su aprobación á las cuentas rendidas por los señores Liquida-



dores, en conformidad con el artículo 12 de los Estatutos de la Compañía.

Señores Accionistas.

(Firmado.)

C. URBANO TAYLOR.

E. BOULISSIÈRE.

[Translation.]

CIUDAD BOLIVAR, August 20, 1909.

*Messrs. Stockholders of the Compañía de Vapores del Orinoco:*

Once more we have the pleasure of addressing you in our capacity as commissioners of said company, with which office you honored us at your last general meeting in 1908, in accordance with the provisions of the code of commerce and the by-laws of the company, and we have to make to you the following report:

We have had at our disposal the account books of the company, as well as the respective vouchers, and after revising both with the scrupulous care customary with us, we are pleased to state that we have found everything correct, and we consequently have no observation to make.

The result of the liquidation has been unsatisfactory, but the difficulties must be taken into account which obstructed the regular course of business, consisting of the prohibition of transshipment at Trinidad for many months; the breaking of the axle of the steamer Delta, the replacing of which by a new one caused considerable expense; the heavy expenses for the repair and care of the steamers Masparro, Orinoco, Forzosa, La Verdad, Heroe, Ponton Vencedor, and Lancha Avila, which all showed deficits in their accounts; and finally the increase in ordinary general expenses by the extraordinary expenses of commercial registration, judicial proceedings, traveling, fees, and publications, all of which was necessary in order to carry out the liquidation.

The accounts against the liquidation have been settled; and by virtue of the sale of all the property of the company for the sum of 300,000 bolivars to Mr. Guillermo Montes, it (the liquidation) was finally terminated, after the proceeds of this sale were distributed among the stockholders. These proceeds amounted to a total of 533,742.16 bolivars, composed of the amount in bank on Dec. 31, 1907; the reserve fund, and the proceeds of the sale of the steamers Manzanares and Forzosa, distributed previously. As a result the stockholders have received from the liquidation the sum of 533,742.16 bolivars in cancellation of their titles, or 27.7914 per cent of the principal.

We will conclude by stating that we consider that it will be strictly just for the general meeting of stockholders at its next meeting to give its approval to the accounts rendered by the liquidators, in accordance with art. 12 of the by-laws of the company.

(Signed.) C. URBANO TAYLOR.  
E. BOULISSIERE.

ADMINISTRACIÓN DE LOS INTERESES DEL GENERAL CIPRIANO CASTRO.

*Sur 4, No. 56. Caracas: 28 julio de 1909.*

Señor General R. DELGADO CHALBAUD.

*Ciudad Bolívar.*

MUY SEÑOR MIO Y AMIGO: En carta 5 el presente me autoriza el señor General Cipriano Castro, para que reciba la parte que le corresponde en la Liquidación que se hizo de la Empresa de Navegación del Orinoco, en la cual tenía él la tercera parte.

De esa parte puede usted deducir el saldo de veintidos mil y pico de bolívares que se debían del Vale otorgado por el señor Docotr Arnaldo Morales á nombre del General Castro; y el resto puede usted entregarlo á la Agencia del Banco de Venezuela en esa ciudad, y remitir á la Oficina General de este Instituto, el recibo que debo yo firmarle y dar orden al señor M. Castillo Coronel para que me entregue cancelado el referido Vale.

Soy de usted atto. s. s. e amigo,

ADOLFO HERRERA.

[Translation.]

ADMINISTRATION OF THE INTERESTS OF  
GENERAL CIPRIANO CASTRO.

*South 4, No. 56, Caracas, July 28, 1909.*

General R. DELGADO CHALBAUD,

*Ciudad Bolívar.*

DEAR SIR AND FRIEND: In a letter of the 5th instant I am authorized by General Cipriano Castro to receive the part due him from the liquidation of the Empresa de Navegación del Orinoco, in which he had a third part.

From this part you may deduct the balance of 22,000 odd bolivars which were owing on the note given by Dr. Arnaldo Morales in the name of General Castro, and you may turn the remainder over to the agency of the bank of Venezuela in that city, and transmit to the general office of this institution the receipt which I must sign for you, and give orders to Mr. M. Castillo Coronel to deliver the said note to me cancelled.

I am, very respectfully, &c.

ADOLFO HERRERA.

*Compañía "Navegación Fluvial y Costanera de Venezuela."*<sup>a</sup>

Capital: Bs. 3.000.000.

Por Bs. 77.914,05.

Hemos recibido de los señores Roberto Henderson y R. Delgado Chalbaud, Liquidadores de la *Compañía de Vapores del Orinoco* en Liquidación, la suma de setenta y siete mil novecientos catorce bolívares, con cinco céntimos, para tenerla en depósito á la disposición del señor Adolfo Herrera, como Administrador de los Intereses del señor General Cipriano Castro, por última cuota que le corresponde en el término de la Liquidación de la expresada Compañía, como tenedor que es de *un mil* Acciones numeradas de 1 al 1,000, previa deducción que se le hizo de veintidos mil ochenticinco bolívares con noventicinco céntimos (B. 22.085,95) por monto de un vale que debía y que por orden del señor Herrera se le descontaron de los cien mil bolívares (100.000,00) que le correspondían.

Dicha expresada suma de Bs. 77.914,05 bolívares queda á la disposición del señor Adolfo Herrera, para serle entregada tan pronto como él presente las mil (1.000) Acciones de las cuales dice ser Representante, según carta de fecha 28 de julio del corriente año, que se acompaña al presente recibo.

CIUDAD BOLIVAR: 1 de Agosto de 1909.

Por la Compañía Anónima de Navegación Fluvial y Costanera de Venezuela.

R. DELGADO CHALBAUD,  
*El Presidente.*

Recibido, conforme.

E. GÓMEZ R.,  
*El Tesorero.*

[Translation.]

*Compañía "Navegación Fluvial y Costanera de Venezuela."*

Capital: 3,000,000 bolivars.

For 77,914.05 bolivars.

We have received from Messrs. Robert Henderson and R. Delgado Chalbaud, liquidators of the *Compañía de Vapores del Orinoco* in liquidation, the sum of 77,914.05 bolivars to be held on deposit at the order of Mr. Adolfo Carrera, administrator of the interests of General Cipriano Castro, being the last quota due him,

<sup>a</sup> Other vouchers are omitted.—Agent's note.

in the final liquidation of said company, as holder of 1000 shares numbered from 1 to 1000, after the deduction which has been made of 22.085.95 bolivars, the amount of a note which he owed and which was discounted by order of Mr. Herrera from the 100,000 bolivars due him.

The aforesaid amount of 77,914.05 bolivars remains at the disposal of Mr. Adolfo Herrera to be delivered to him as soon as he presents the thousand shares of which he claims to be the representative, according to a letter dated July 28 last, which accompanies the present receipt.

CIUDAD BOLIVAR, *August, 1, 1909.*

For the Compañía Anónima de Navegación Fluvial y Costanera de Venezuela.

R. DELGADO CHALBAUD, *President.*

E. GÓMEZ R., *Treasurer.*

Duly received.

**SUIT BROUGHT BY THE VENEZUELAN GOVERNMENT AGAINST THE  
ORINOCO AND SHIPPING COMPANY IN THE HIGH FEDERAL COURT  
OF CARACAS.**

**CORRESPONDENCE BETWEEN THE AGENT OF THE UNITED STATES  
AND THE UNITED STATES MINISTER AT CARACAS.**

*Mr. Morris to Mr. Russell.*

GRAN HOTEL,

*July 11, 1903.*

W. W. RUSSELL, Esquire,

*etc., etc., etc.,*

*Chargé d'Affaires ad interim,*

*United States Legation, Caracas.*

SIR: Mr. Richard Morgan Olcott, the President of the Orinoco Steamship Company and his counsel, Mr. McKenney, have just called upon me and presented for my inspection a certified copy of a declaration of action entered yesterday against the Company in question in the high federal court.

As this Company is one of the claimants before the Mixed Commission now sitting in Caracas, I consider it my duty to advise you of the action taken at the session of the Commission yesterday morning in relation to the Claim. The Agent for Venezuela requested an extension of time in which to put in his answer to this claim, which was due today, stating as the grounds for his request that he desired his answer to conform to a proceed-

ing which had been instituted before the high federal court by the Government of Venezuela against the Orinoco Steamship Company, and also that the records in the case were very voluminous and he desired to perfect his work. He subsequently stated, however, that his answer was practically completed.

I, as Agent of the United States, objected to an extension of time on the grounds that no proceedings before a local court should be taken into consideration by the Commission. The Commission granted an extension of time to Venezuela until next Tuesday for the reason that the records were so voluminous as to properly constitute grounds for the request. But the Commissioner on the part of the United States expressly sustained the objection of the Agent of the United States that the proceeding in a local court was of no concern to the Commission.

I report the above to you for such action as you may deem advisable.

Respectfully yours,

ROBERT C. MORRIS,  
*Agent of the United States.*

*Mr. Morris to Mr. Russell.*

OFFICE OF THE AGENT OF THE UNITED STATES  
Before the United States and Venezuelan Claims Commission,  
CARACAS, VENEZUELA.

Robert C. Morris,  
Agent.

GRAND HOTEL,  
*August 3, 1903.*

Honorable W. W. RUSSELL,  
*etc., etc., etc.,*

*Chargé d'Affaires, United States Legation, Caracas.*

SIR: I am in receipt of your letter of August 2d asking me for information regarding the time of presentation of the claim of the Orinoco Steamship Company to the United States and Venezuelan Mixed Commission, and the present status of the claim.

In reply thereto I beg to advise you that the claim of this company is now pending before the Mixed Commission as it was presented by me on June 16th and filed by the Secretaries on that date. On the 14th of July Venezuela made answer to this claim

and on the 25th of the same month I made replication to the claim on behalf of the United States. Venezuela had two days' time from the 28th of July in which to give notice of an intention to make rejoinder. No such notice has been given and I assume that there will be no rejoinder and that the pleadings before the Commission are completed.

The matter, therefore, awaits the Commissioners' decision.

Very truly yours,

(signed)

ROBERT C. MORRIS,  
*Agent of the United States.*

*Answer of Richard Morgan Olcott in the suit of the Government of Venezuela against the Orinoco Shipping and Trading Company before the High Federal Court, at Caracas.*

(Stamp)

Ciudadano Presidente del Tribunal de 1<sup>a</sup> Instancia de la Corte Federal de los Estados Unidos de Venezuela. Richard Morgan Olcott, ciudadano americano, actualmente en esta capital, en nombre i representación de The Orinoco Steamship Company, sucesor de The Orinoco Shipping and Trading Company, Limited.

El 17 de Febrero del año actual se firmó en Washington un protocolo entre el Secretario de Estado de los Estados Unidos de América y el Plenipotenciario de la República de Venezuela para someter á arbitraje todas las reclamaciones pendientes de ciudadanos de los Estados Unidos de América contra la República de Venezuela.

Por el artículo 1<sup>o</sup> se convino en que:

Todas las reclamaciones poseídas por ciudadanos de los Estados Unidos de América contra la República de Venezuela, que no hayan sido arregladas por la vía diplomática ó por arbitraje entre los dos gobiernos, y que hubieren sido presentadas por el Departamento de Estado de los Estados Unidos ó por su Legación en Caracas, á la Comisión abajo mencionada, serán examinadas y decididas por una Comisión Mixta, que celebrará sus sesiones en Caracas, y que se compondrá de dos miembros, uno de los cuales será nombrado por el Presidente de los Estados Unidos i el otro por el Presidente de Venezuela.

Desde luego, y por el solo hecho de firmar este protocolo, hicieron uso ambos gobiernos de la autoridad superior de que están investidos por la constitución y leyes de ambas repúblicas, asumieron el derecho y tomaron sobre sí la responsabilidad de emplear el medio conciliatorio del arbitraje para resolver diferencias que, fundadas

en reclamaciones no aún ventiladas y satisfechas, podrían turbar las buenas relaciones de amistad que ligan á los Estados Unidos de América con la República de Venezuela. Crearon, al efecto, un tribunal en que estuviesen representadas ambas partes, con voz y voto igual en las deliberaciones comunes, con agentes que representasen los derechos é intereses de las mismas, y un tercero para dirimir las diferencias que pudiesen ocurrir.\* Se había seguido en ésto el ejemplo de otras naciones que solicitaban de Venezuela el ajuste de las reclamaciones de sus ciudadanos y súbditos pendientes largo tiempo hacia de la consideracion del gobierno venezolano. Ante las Comisiones Mixtas creadas á tal fin, hubo de cesar la gestión ordinaria de los particulares ante la jurisdicción común, para someterse á la competencia de Cortes de Arbitramento, generalmente reconocidas como los más altos, imparciales y justos tribunales del Universo en orden á la administración de justicia; motivo por el cual obtienen la preferencia sobre cualesquiera otros entre las naciones más adelantadas y poderosas del globo.

Para asegurar la rectitud de sus decisiones, lo primero que han de hacer ambos comisionados y el tercero en discordia, es prestar solemne juramento de examinar con cuidado y decidir imparcialmente, con arreglo á la justicia y á las estipulaciones del protocolo, *todas* las reclamaciones que se les sometieren; y, según el caso, investigarán y decidirán tales reclamaciones con arreglo únicamente á las pruebas ó informes suministrados por los respectivos gobiernos, ó en su nombre, en apoyo ó en *refutación* de cualquiera reclamación, y de oír los argumentos orales ó escritos que hiciere el agente de cada gobierno sobre cada reclamación.

Ahora bien cuáles ¿son las únicas reclamaciones excluidas de la jurisdicción de la Comisión? Solamente las arregladas por la vía diplomática ó por arbitraje entre los dos países.

¿Cuales son las comprendidas en las atribuciones de la Comisión? Todas las de los ciudadanos de los Estados Unidos de América presentadas por el Departamento de Estado de los Estados Unidos ó por su legación en Caracas á la mencionada Comisión.

Desde que se firmó el protocolo, adquiría cada ciudadano americano el derecho de ocurrir á la Comisión con su respectivo expediente, sin que ninguno de los gobiernos contratantes pudiese oponer otra excepción que la de las reclamaciones arregladas por la vía diplomática ó por arbitraje entre ambos gobiernos. De suerte que, al no haberse excluído ninguna otra especie de reclamaciones, por una cláusula especial, hay que convenir en la renuncia de todo derecho previamente adquirido por cualquiera de los

contratantes, no puesto á salvo expresamente en el protocolo. La Comisión quedó por tanto abierta á todas las reclamaciones no excluidas, entendiéndose que los gobiernos contratantes no creyeron conveniente reservarse ningún derecho sobre todas las otras. La opinión contraria de uno solo de los contratantes no puede alterar la importancia y solidez de esta interpretación, y desde que la Comisión le da entrada á una reclamación y oye á los agentes de ambas partes, ha resuelto de plano su competencia para conocer de ella.

Mi reclamación fué presentada á la Comisión por el agente del Gobierno de los Estados Unidos en Caracas, el 16 del mes de junio ultimo; y el 14 del mes corriente, contestó el Procurador General de Venezuela su alegato al informe del agente.

El día 10 de este mismo mes de julio, es decir, en el interregno que hay entre el 16 de junio, día de la presentación de mi reclamo á la Comisión y el día 14 del presente mes, que fué cuando se presentó la contestación á la demanda, soy, á mi turno demandado por del Señor Fiscal de la Nación Venezolana, ante la Corte Federal (jurisdicción renunciada por esta República al firmar el protocolo), por el mismo motivo, por la misma causa en que fundó mi reclamo ante la Comisión Mixta de que se trata; es decir, por la misma materia: rescisión de dos contratos y otros respectos. Se ha intentado, por tanto, contra mí, una acción *ex post facto*. Se ha hecho lo que estaba prohibido. ¿Por que esperó tanto el gobierno para demandarme, cuando yo estoy tratando, aún por la vía diplomática, desde octubre de 1899, hasta enero de 1903? Lo que quiere decir, que el gobierno de Venezuela no ha sido extraño á estos pasos míos, que los conoce desde la época referida, y no es por tanto, justificable, que no haya intentado contra mí antes, el procedimiento á que ahora quiere someterme extemporáneamente. Todo esto consta de un folleto de 144 páginas, que contiene la "Correspondencia Diplomática con que se acompaña la reclamación de la Compañía de Navegación del Orinoco contra la República de Venezuela, &a."

Pendiente ante la Comisión Mixta la controversia de que se trata y para cuya contestación se me citó el día diez de este mes, vengo á oponer, como efectivamente opongo, las excepciones de litis pendencia é incompetencia de tribunal, fundadas en el artículo 99 del Código Civil de procedimiento, artículo que, copiado, palabra por palabra, es del tenor siguiente:

Cuando una misma causa haya sido promovido ante dos autoridades judiciales igualmente competentes, ó cuando una con-



troversia tenga conexión con una causa ya pendiente ante otra autoridad judicial, la decisión compete á la que haya prevenido.

La citación determinará la prevención.

El Procurador General de la Nación fué citado para comparecer ante la Comisión Mixta y contestar la demanda allí propuesta por mí, el día 16 de junio último, y presentó su contestación por escrito el día catorce del corriente mes de julio, por haber pedido antes una prórroga de diez días que se le concedió.

Para el caso en que el Tribunal de Primera Instancia de la Corte Federal decida que si es competente, anticipo desde ahora el recurso de apelación para ante el Supremo Tribunal Federal, en la forma legal. Es de justicia. Dejo así contestada la demanda propuesta por el Señor Fiscal de la Nación contra The Orinoco Shipping and Trading Company, Limited, en Caracas, á veintitrés de julio del año del Señor mil novecientos tres.—entre líneas—paso á contestar la demanda que con tal carácter ha propuesto á dicha Compañía el Señor Fiscal de la Nación—vale—entre líneas—de Estado—vale—contratantes—enmendado—vale—contratantes — enmendado — vale — 16 — enmendado — vale — 16 — enmendado — vale—Venezolana—enmendado—vale—de—enmendado—vale.

Otrosí—Sabido es además que los tratados públicos tienen fuerza legislativa y no pueden ser derogados por las disposiciones de los códigos.

[Translation.]

(Stamp.)

Citizen President of the Primary Court of Claims of the Federal Court of the United States of Venezuela.

I, Richard Morgan Olcott, American citizen, at present in this capital, in the name and in representation of The Orinoco Steamship Company, successor to The Orinoco Shipping and Trading Company, Limited, proceed to reply to the action which, in his character as such, the Prosecuting Attorney of the Nation has filed against said Company.

On February 17th of the present year, a protocol was signed at Washington between the Secretary of State of the United States of America and the Plenipotentiary of the Republic of Venezuela, for the submission to arbitration of all pending claims of citizens of the United States against the Republic of Venezuela.

By Article 1 it was agreed that:

All claims owned by citizens of the United States of America against the Republic of Venezuela which have not been settled

by diplomatic agreement or by arbitration between the two Governments, and which shall have been presented to the Commission hereinafter named by the Department of State of the United States or its Legation at Caracas, shall be examined and decided by a mixed commission, which shall sit at Caracas, and which shall consist of two members, one of whom is to be appointed by the President of the United States and the other by the President of Venezuela.

From that moment, and by the single act of signing this protocol, both Governments made use of the superior authority with which they are invested by the constitution and laws of both Republics, assumed the right and took upon themselves the responsibility of employing the conciliatory means of arbitration to settle differences which, founded upon claims not yet ventilated and satisfied, might disturb the good and friendly relations that bind the United States of America with the Republic of Venezuela. They created for that purpose a tribunal in which both parties should be represented, with equal voice and vote in the common deliberations, with agents who should defend their rights and interests, and an umpire to decide the disagreements that might arise. They followed in this the example of other nations that had sought of Venezuela the adjustment of claims of their citizens or subjects long pending before the consideration of the Venezuelan Government. Before the Mixed Commission created for that end, the ordinary processes of the parties before the common jurisdiction, were to cease, in order that they might be submitted to the competency of Courts of Arbitration, generally recognized as the most high, impartial and just tribunals in the Universe with regard to the administration of justice; for which reason they obtain the preference over all others among the most advanced and powerful nations of the world.

To insure the rectitude of their decisions, the first thing that both commissioners and the umpire are required to do, is to take a solemn oath carefully to examine and impartially to decide, in accordance with justice and with the stipulations of the protocol, *all* the claims that may be submitted to them; and, as the case may be, they shall investigate and decide these claims solely in accordance with the proofs or briefs furnished by the respective Governments, or in their name, in support or in *refutation* of any claims and shall hear the oral or written arguments that the agent of each Government may make in each claim.

Now, what are the only claims excluded from the jurisdiction of the Commission? Those only that have been arranged by diplomatic agreement or by arbitration between the two countries.

What are the claims comprehended within the faculties of the Commission? All those of citizens of the United States of America, that have been presented to the before-mentioned Commission by the Department of State of the United States or by its Legation at Caracas.

At the moment the protocol was signed, every American citizen acquired the right to resort to the Commission with his respective case ("expediente"), without either of the contracting Governments being able to oppose any other exception than that of claims already arranged by diplomatic agreement or by arbitration between both Governments. So that, no other species of claim having been excluded by a special clause, it is necessary to agree to the renouncement of any right previously acquired by either of the contracting parties, not expressly reserved in the protocol. The Commission was consequently left open to all claims not excluded, it being understood that the contracting Governments did not deem it expedient to reserve to themselves any right in regard to all others. The contrary opinion of one only of the contracting parties cannot alter the importance and soundness of this interpretation, and once the Commission admits the presentation of a claim and hears the agents of both parties, it has clearly determined its competency to try the same.

My claim was presented to the Commission by the agent of the Government of the United States at Caracas, on the 16th of June last; and on the 14th of the present month the Attorney General of Venezuela replied with his allegation to the brief of the agent.

On the 10th day of this same month of July, that is to say, during the interim between June 16th, the date of the presentation of my claim to the Commission, and the 14th day of the present month, on which the answer to the action was presented, I was in my turn sued by the Prosecuting Attorney on the part of the Venezuelan Nation, before the Federal Court (a jurisdiction renounced by this Republic on signing the protocol), for the same reason on which I based my claim before the Mixed Commission referred to; that is to say, for the same matter: the rescission of two contracts and other matters. Therefore, there has been entered against me an *ex post facto* action. That which was for-

bidden, has been done. Why did the Government wait so long to sue me, when I have been moving in the matter, even by the diplomatic channel, from October 1899 to January 1903? Which means to say, that the Government of Venezuela has not been unaware of these steps on my part, that it has known of them since the period mentioned, and therefore it is not justifiable that it should not before have begun against me the action to which it now seeks suddenly to subject me. All this appears from a pamphlet of 144 pages, which contains the "Diplomatic Correspondence which accompanies the claim of the Orinoco Steamship Company against the Republic of Venezuela, &c."

As there is already pending before the Mixed Commission the controversy herein treated of and to answer which I was cited on the tenth of this month, I appear before the Court to oppose, as effectively I do oppose, the exceptions of *lite pendente* and incompetency of tribunal, founded on article 99 of the Code of Civil Procedure, which article, copied word for word, is of the following tenor:

"When an action has been brought before two equally competent judicial authorities, or when a controversy is connected with an action already pending before another judicial authority, the decision corresponds to the authority which has acted first in the matter.

"The citation shall determine the question of priority."

The Attorney General of the Nation was cited to appear before the Mixed Commission and answer the action there lodged by me, on the 16th day of June last, and presented his answer in writing on the 14th day of the present month of July, having asked for an extension of ten days which was granted him.

In the event that the Primary Court of Claims of the Federal Court should decide that it is competent, I herewith anticipate the recourse to appeal before the Supreme Federal Court, in legal form. Justice is sought. I have thus answered the action brought by the Prosecuting Attorney on the part of the Nation against The Orinoco Shipping and Trading Company, Limited, at Caracas, July twenty-third of the year of our Lord one thousand nine hundred three.

Additional argument ("Otrosti")—It is further known that public treaties have legislative force, and cannot be derogated by the provisions of the codes.

*Affidavit of W. T. S. Doyle, Special Representative of the Department of State of the United States for the Collection of evidence in the Venezuelan Cases with regard to suit brought by the Venezuelan Government against the Orinoco Shipping and Trading Company before the High Federal Court at Caracas.*

In the Matter of the Arbitration before the Permanent Court at The Hague:

The United States of America on behalf of the Orinoco Steamship Company

versus

The United States of Venezuela.

UNITED STATES OF AMERICA }  
*District of Columbia.* } SS.

Before me, William McNeir, a Notary Public in and for the District of Columbia, personally appeared W. T. S. Doyle, who being by me first duly sworn, upon oath deposed and said:

That from the month of April to the month of September, 1909, he was engaged in the City of Caracas, United States of Venezuela, as the Special Representative of the Department of State in making an investigation of the official records and documents of the Government of Venezuela relating to the affairs of the Orinoco Steamship Company and its predecessors in interest; that besides other records he made a careful examination of the papers on file before the High Federal Court of Venezuela relating to the suit instituted by the Government of Venezuela against the Orinoco Shipping and Trading Company, Limited, during the year 1903, and that he at that time made careful notes of the contents of this record, which notes he still preserves and which he has every reason to believe are correct; that these notes show that the record consisted of three *piezas*, or collections of documents numbered 1, 2, and 3, and consisting, respectively of 133 folios, 28 folios, and 98 folios, and that a note thereon shows it to be the second record filed in the month of July, 1903; that in the first of these collections, from folios 1 to 6 appears the complaint of the Venezuelan Government against the Orinoco Shipping and Trading Company, Limited, dated June 26, 1903; that at the end thereof appears a note showing that said complaint was filed July 7, 1903; that on the over side of the sixth folio appears a note showing that said complaint was on July 8, 1903, referred to the Chamber of First Instance and received there on that same date; that on folio seven

appear various notes showing that on July 8, 1903, this complaint was referred to the President of the Chamber of First Instance and entered on the docket on the same date, and that on the same folio appears a note showing that the complaint in this case was ordered on July 9, 1903, to be served on Mr. Richard Morgan Olcott, and that on the same date it was delivered to the marshal for service; that under date of July 10, 1903, appears a receipt signed by Richard Morgan Olcott for a certified copy of the complaint, and a certificate of service on the same date signed by said marshal;

And further affiant sayeth not.

Subscribed and sworn to before me this eighteenth day of May, 1910.

WILLIAM MCNEIR

*Notary Public in and for the District of Columbia.*

**TRADE STATISTICS BETWEEN TRINIDAD AND VENEZUELA.**

**TOTAL IMPORTS INTO TRINIDAD FROM VENEZUELA.**

British Colonial Reports—Annual series.		Year.	Trans-shipment.	Other goods.	Total.
No.	Page.				
18i	7	1894			£431, 010
181	7	1895			395, 788
272	38	1896	£5, 034	£519, 008	524, 042
272	38	1897	279, 144	183, 553	462, 697
272	38	1898	348, 173	226, 440	574, 613
(The following statistics include Tobago as part of the colony of "Trinidad and Tobago.")					
303	36	1899	311, 380	219, 771	531, 151
338	33	1900			652, 751
382	18	1901-2			600, 410
407	19	1902-3			489, 406
442	28	1903-4			433, 787
469	23	1904-5			538, 986
504	23	1905-6			658, 587
545	20	1906-7	<i>497, 179</i>	<i>417, 614</i>	914, 793
587	7	1907-8	<i>478, 054</i>	<i>431, 329</i>	909, 383
621	7	1908-9	<i>157, 639</i>	<i>266, 264</i>	423, 903

<sup>a</sup> Figures in italics were not obtained from the British Colonial Reports, but from "Trade Statistics. Council Paper No. 87 of 1909. Trinidad and Tobago. Annual Report of the Collector of Customs for 1908-9," published by the British Government. Pp. 12-13.

## TOTAL EXPORTS FROM TRINIDAD TO VENEZUELA.

British Colonial Reports—Annual series.		Year.	Products of Trinidad.	Transshipment.	Other goods.	Total.
No.	Page.					
181	8	1894				£189,556.
"	8	1895				189,636
272	41	1896	£485	£116,630	£92,612	209,727
"	"	1897	289	185,442	69,029	254,760
"	"	1898	480	174,389	80,550	255,419
(The following statistics include the island of Tobago, which is made part of the colony of "Trinidad and Tobago.")						
303	39	1899	555	233,002	84,443	318,000
338	33	1900	<i>5,254</i>	216,376	<i>67,424</i>	289,054
382	8	1901-2	<i>358</i>	278,325	<i>64,301</i>	342,984
407	19	1902-3	<i>4,893</i>	113,775	<i>179,767</i>	298,435
442	28	1903-4	<i>3,628</i>	46,826	<i>149,974</i>	200,428
469	23	1904-5	<i>2,077</i>	9,290	<i>71,937</i>	83,304
504	23	1905-6	<i>3,107</i>	185,423	<i>73,142</i>	261,672
545	20	1906-7	<i>982</i>	<i>257,318</i>	<i>57,146</i>	315,446
587	7	1907-8	<i>3,052</i>	<i>315,048</i>	<i>56,227</i>	374,327
621	7	1908-9	<i>488</i>	<i>99,816</i>	<i>54,526</i>	154,830

<sup>a</sup> Figures in italics were not obtained from the British Colonial Reports, but from "Trade Statistics. Council Paper No. 87 of 1909. Trinidad and Tobago. Annual Report of the Collector of Customs for 1908-9," published by the British Government. Pp. 7, 12-13.

## TOTAL IMPORTS INTO CIUDAD BOLIVAR.

British Diplo- matic and Consu- lar Reports (Annual series)		Year	From Trinidad	From other Countries	Total
No.	Page				
2315	33	1884	£198, 991	£271, 458	£470, 446
2315	33	1889	140, 296	136, 440	276, 736
2315	33	1891	148, 626	131, 134	279, 760
2315	33	1893	162, 158	54, 769	216, 927
1602	14	1894			268, 135
2315	33	1895	178, 776	50, 696	229, 472
1933	14	1896	262, 218	<sup>u</sup> 44, 772	306, 990
2315	33	1897	171, 986	71, 859	243, 845
2315	33	1898	209, 351	24, 449	233, 800
2388	3	1899	No detailed report, but estimated 240,000		
2633	7	1900	<sup>b</sup> 259, 166	<sup>c</sup> 3, 633	262, 799
2772	6	1901	<sup>b</sup> 254, 234	<sup>d</sup> 11, 861	266, 095
No reports for years 1902-3					
3394	5	<sup>e</sup> 1904			<sup>e</sup> 78, 441
3558	6	1905	<sup>b</sup> 188, 959	<sup>d</sup> 15, 956	204, 915
3757	5	1906	<sup>b</sup> 220, 542	<sup>d</sup> 21, 547	242, 089
3965	5	1907	<sup>b</sup> 257, 421	<sup>f</sup> 18, 418	275, 839
4218	5	1908	<sup>b</sup> 71, 752	<sup>g</sup> 66, 813	138, 565
4411	7	1909	<sup>h</sup> 210, 893	<sup>d</sup> 69, 424	280, 317

<sup>a</sup> The report says: "United States of America, Germany, and British Guiana."

<sup>b</sup> The reports state for these items: "Principally transit from the United Kingdom, United States, etc."

<sup>c</sup> The reports say: "Germany direct."

<sup>d</sup> The reports say: "Germany and United States direct."

<sup>e</sup> This report includes only the half year June 30 to December 31, that being the only period during which the custom-house was open.

<sup>f</sup> The report says: "Germany and Barbadoes direct."

<sup>g</sup> The report says: "Barbadoes, Germany, United States direct, and Amsterdam in transit to Carúpano."

<sup>h</sup> In the report this figure is divided into two items, Transit goods only, £207,138, and from Trinidad direct, £3,755.



## TOTAL EXPORTS FROM CIUDAD BOLIVAR.

British Diplomatic and Consular Reports (Annual series)		Year	General produce	Gold bullion	Total
No.	Page				
1602	14	1894	Bs 6,066,185	Bs 5,279,095	£453,811
Return of principal articles of export from Ciudad Bolivar					
1769	2	1895	£204,272	<sup>a</sup> £157,504	361,776
1933	14	1896	232,895	<sup>a</sup> 193,907	426,802
2315	32	1897	209,875	<sup>a</sup> 129,322	339,197
2315	32	1898	242,940	111,068	354,008
2388	6	1899	274,535	120,975	395,510
2633	6	1900	370,310	63,904	434,214
2772	5	1901	350,952	<sup>b</sup> 89,341	440,293
No reports for years 1902-3					
3394	5	1904	<sup>c</sup> 194,186	30,708	<sup>c</sup> 224,894
3558	6	1905	388,458	93,794	482,252
3757	5	1906	430,558	109,209	539,567
3965	5	1907	472,996	72,096	545,092
4218	6	1908	436,950	50,470	487,420
4411	7	1909			652,910

<sup>a</sup> Gold bullion and specie.

<sup>b</sup> Gold bullion and silver specie.

<sup>c</sup> This report includes only the half year June 30 to December 31, that being the only period during which the custom-house was open.

FOREIGN COMMERCE OF VENEZUELA.<sup>a</sup>

Year ending June 30—	Imports.	Exports.
	<i>Dollars.</i>	<i>Dollars.</i>
1893-4 <sup>b</sup>	14,040,000	20,778,000
1894-5 <sup>c</sup>	18,818,000	21,511,000
1896-7 <sup>c</sup>	13,262,000	17,996,000
1897-8 <sup>c</sup>	8,260,000	14,378,000
1902-3 <sup>d</sup>	€ 5,425,000	€ 7,653,000
1903-4 <sup>d</sup>	11,476,000	15,574,000
1904-5 <sup>d</sup>	9,348,000	13,996,000
1905-6 <sup>d</sup>	8,676,000	15,630,000
1906-7 <sup>f</sup>	9,974,000	15,636,000
1907-8 <sup>f</sup>	10,503,000	15,082,000
1908-9 <sup>f</sup>	9,492,000	16,047,000

<sup>a</sup> *Commercial America in 1907* (published by the Bureau of Statistics, Department of Commerce and Labor, Washington, D. C.), p. 52.—“Commercial statistics of Venezuela are of a fragmentary nature, and very little can be ascertained in regard to the total trade for the period prior to the fiscal year ended June, 1903. On page 70, in the statistical appendix, a table [from which most of the above figures were taken] will be found giving the value of the total imports into and exports from Venezuela since 1865 until the end of June, 1906, but many years for which no official data could be ascertained are missing, the most important break being between the fiscal years 1898 and 1903.”

<sup>b</sup> 1893-4, *Exposicion del Ministerio de Fomento, 1885-94*, pub. 1905, p. 393.

<sup>c</sup> 1894-5 to 1897-8, *Statesman's Yearbook*.

<sup>d</sup> 1902-3 to 1905-6, *Memoria del Ministerio de Fomento*.

<sup>e</sup> Does not include trade of Ciudad Bolivar, Caño Colorado, or La Guayra.

<sup>f</sup> 1906-7 to 1908-9, *Estadistica Mercantil y Maritima*.

## EXTRACTS FROM BRITISH DIPLOMATIC AND CONSULAR REPORTS.

## REPORTS OF BRITISH CONSUL AT CIUDAD BOLIVAR.

*British Diplomatic and Consular Reports. Annual series, No. 2633 (1900), p. 4.*

“The monopoly of navigating certain branches of the Orinoco River between this port and Trinidad has been abolished. This privilege belonged to an Anglo-American company sailing under the Venezuelan flag. Vessels under any flag are now allowed to trade to Bolivar without restriction.”

*British Diplomatic and Consular Reports. Annual series. No. 2772 (1901), p. 3.*

"The communication between this port and the outer world depends at present almost entirely on one moderate sized Venezuelan steamer, the "Bolivar." She runs once a fortnight between the Island of Trinidad and this port, and vice versa. She carries nearly all the goods imported here, and takes down to Port of Spain, Trinidad, nearly all the produce exported. Besides this she carries passengers and cattle.

"The goods imported mostly come on through bills of lading from the United Kingdom, the United States, and continental countries to Trinidad, while the produce is exported also on through bills of lading to Europe and America.

"The goods and produce are transhipped at Port of Spain."

*British Diplomatic and Consular Reports. Annual Series. No. 3394 (1904) p. 3.*

"During the first five months of 1904 the Port of Ciudad Bolivar remained closed to direct foreign trade, as the local custom-house had been closed by the Government since May, 1903, in connection with the political disorders then prevailing in the Republic of Venezuela.

"By a presidential decree dated May 23, 1904, the custom-house at this port was reopened as from June 1 following. On the same day a further decree was issued, the effect of which was to extend the 30% surtax duty on goods imported direct from foreign colonies to all goods even transhipped in foreign colonies to Venezuelan ports. These latter transshipment goods were previously not subject to this additional tax as long as direct Consular invoices and bills of lading from Europe or the United States were furnished with each shipment. In fact the imports and exports of Ciudad Bolivar were formerly almost exclusively effected in shallow river steamers via Trinidad, British West Indies, where many regular steamship lines call both outward and homeward bound.

"The transshipment of goods by these means was a great facility and convenience, especially to importers, who were thus enabled to bring out regular and moderate supplies by these fast Atlantic lines and get them in fresh condition all the year round.

"The imposition of enhanced duties on the transit traffic via Trinidad has obliged merchants to abandon this route, and vessels have to be brought out direct from Europe and the United States to Bolivar.

"The Orinoco River during the dry season lasting from December to April, is blocked by shallows, which do not admit of vessels drawing more than 8 or 9 feet coming up to this port with safety. Consequently during this period regular imports cannot be effected, as vessels attempting to come up are liable to go aground or have to be lightened at heavy expense.

“Lately a special and private concession has been granted to one of the boats of the Orinoco Line of steamers, a Venezuelan company, by which goods shipped in transit via Trinidad by this particular steamer are exempted from the surcharge of 30% on the duties. No official notification has, however, been published in regard to this concession.”

*British Diplomatic and Consular Reports. Annual Series. No. 3558 (1905) page 5.*

“In February, 1905, a special concession was given to the Steamer ‘Delta’ to carry transshipment goods from Trinidad without the surtax duty of 30%. Since then (January, 1906) this surtax has been entirely abolished and imports are again almost exclusively effected via Trinidad in transit, the same as in former years.”

*British Diplomatic and Consular Reports. Annual series. No. 4218 (1908) p. 3.*

“In addition to the ordinary restrictions placed on traffic by legal enactments, extraordinary measures in this respect were enforced by the President of the Republic during the greater part of the year. Traffic with the Island of Trinidad was forbidden, and as most of the inward and outward trade of the port of Ciudad Bolivar is habitually carried on by transit shipment via Trinidad, the consequences were most severely felt throughout the whole Consular district.”

#### EXTRACTS FROM BRITISH COLONIAL REPORTS.

##### TRINIDAD.

*British Colonial Reports—Annual. No. 272. (1898) p. 8.*

“16. The trade with Venezuela is of great importance to Trinidad, and shows healthy signs of reviving. The imports from Venezuela have not varied very greatly, but the following table, giving the exports to Venezuela for the three years immediately preceding the imposition of the 30 % differential duty and the last three years, speaks for itself.

##### EXPORTS TO VENEZUELA.

Year.	Value.
1879.....	£218,983
1880.....	214,671
1881.....	252,686
1896.....	93,097
1897.....	69,318
1898.....	81,031

## "TRANSIT TRADE.

"11. Our transit trade, that is to say as much of it as is indicated by official records, is at present about a quarter of the total trade of the colony. It consists almost entirely of Venezuelan trade, and three quarters of our Venezuelan trade is transit trade. Not only are goods transshipped at Port of Spain in transit between Venezuela and Europe or the United States, but often also between one port of Venezuela and another. The Gulf of Paria, in which not only Port of Spain but four out of the five small ports of entry of Trinidad are situated, is a vast natural harbor into which one of the mouths of the Orinoco flows; and all communication between Caracas and that great water highway lies through it. The imposition by Venezuela about ten years ago of an additional duty of 30% on imports from Trinidad crippled the trade with the mainland which was rapidly developing, but, thanks to our natural advantages of position, it has by no means killed it. Open boats are constantly coming and going between the Republic and the colony, and the large stores of Port of Spain depend for much of their retail custom on buyers from the Venezuelan capital. The valley of the Orinoco is generally recognized as of great potential wealth, and that river has navigable tributaries connecting it on the one hand with the upper waters of the Amazon and on the other approaching within fifty miles of the capital of Colombia. Already there is one shipping and trading company, which has its headquarters at Port of Spain, engaged in navigating the river Orinoco. Without attempting to prophesy what fortune the proximity of that great waterway may bring to Trinidad in the future, we may at least say that the possibilities of the colony are not limited to its agricultural resources; and the recent discoveries of coal in the colony may prove to have a special value in this connection. Moreover when we come to consider the mineral wealth of Trinidad, we must bear in mind that geographically and geologically Trinidad is only a fragment broken off from the vast continent of South America."

*British Colonial Reports—Annual. No. 469 (1904-5) p. 5-6.*

## "TRADE.

"10. The trade of the colony during the year 1904-5 exhibits a steady increase, in spite of some adverse features, such as the abnormally small exports of asphalt and the depression in the trade with the neighboring Republic of Venezuela, caused by the closing of the Orinoco ports to traffic during a portion of the year, and the reimposition of the duty of 30% on all goods imported into Venezuela from the West Indian Islands.

\* \* \* \* \*

*Exports.*

\* \* \* \* \*

"19. The transshipment trade in goods for Venezuela, which, during 1903-4, had fallen to £165,792, increased during 1904-5 to £248,336 owing to the reopening of certain Orinoco ports to traffic."

*British Colonial Reports—Annual. No. 621 (1908-9) p. 5.*

"TRADE, AGRICULTURE AND INDUSTRIES.

\* \* \* \* \*

"14. A large decrease of £436,979 also appears under the heading of transit trade (excluding bullion and specie), which dropped from £685,822 in 1907-8 to £248,843 in 1908-9. This is to be accounted for by the restrictions placed on trade between Port of Spain and Bolivar during a portion of the year, by which the latter port, distant from the Port of Spain between 300 and 400 miles, was practically closed to the colony. Shallow draught steamers convey goods at regular rates across the Gulf and up the Orinoco from Port of Spain to Bolivar and vice versa under ordinary circumstances, and any interference with the shipment of goods between the two ports is reflected in the trade statistics."

**NOTES EXCHANGED REGARDING LA ABRA AND WEIL CASES.**

*The Secretary of State to the Mexican Ambassador.*

No. 223.]

DEPARTMENT OF STATE,  
*Washington, March 6, 1902.*

His excellency Señor Don MANUEL DE AZPIROZ,

*Etc., etc., etc.*

EXCELLENCY: I have the honor to inform you that the "Act making appropriations to supply urgent deficiencies in the appropriation for the fiscal year ended June thirtieth, nineteen hundred and two, and for prior years, and for other purposes", approved February 14, 1902, contains the following item:

"For repaying to the Government of Mexico money erroneously claimed by and paid to the United States on account of the awards adjudged to have been fraudulently made, in the La Abra and Weil claims, four hundred and twelve thousand five hundred and seventy-two dollars and seventy cents."

In the discharge of the duty which thus devolves upon me, it gives me pleasure to enclose herewith two Treasury warrants, payable to your order, one for three hundred and thirty-seven thousand five hundred and seventy-two dollars and seventy cents (\$337,572.70) and the other for seventy-five thousand dollars (\$75,000).

To enable me to meet a Treasury requirement, I shall be obliged if you will sign and return the enclosed receipts at once.

Accept, Excellency, etc., etc., etc.,

JOHN HAY.

Enclosures:

Treasury Warrant No. 3556 for \$337,572.70.

Treasury Warrant No. 3557 for \$75,000.

Receipts for above, in triplicate, to be signed.

*The Mexican Ambassador to the Secretary of State.*

EMBAJADA DE MÉXICO,

*Washington, Marzo 7 de 1902.*

Número 255.]

EXCELENTÍSIMO SEÑOR: Anoche tuve la honra de recibir con la nota de usted, número 223 fechada ayer, dos libramientos á cargo del Tesoro de los Estados Unidos, por las cantidades de trescientos treinta y siete mil quinientos setenta y dos pesos setenta centavos y de setenta y cinco mil pesos, respectivamente, que forman en junto la suma de cuatrocientos doce mil quinientos setenta y dos pesos setenta centavos, pagadera á mi orden, por saldo de la total suma que el Gobierno de México entregó al Gobierno de los Estados Unidos en cuenta de las reclamaciones de La Abra y Weil, que fueron declaradas fraudulentas; saldo cuya devolución fué autorizada por decreto del Congreso de los Estados Unidos aprobado en 14 de Febrero último.

Remito á usted mi recibo, por triplicado, del importe de la expresada cuenta.

En nombre de mi Gobierno cumpla el gratísimo deber de reiterar el más profundo reconocimiento de la generosidad con que la acción combinada de los tres poderes de la Unión ha dado á este negocio un término que solamente podía esperarse de la notoria justificación y muy sincera amistad que sirven de norma á las relaciones felizmente cultivadas entre México y los Estados Unidos de América. Justo es agregar que estimo resultado tan favorable para mi país debido en mucha parte á la especial recomendación hecha por Su Excelencia el Presidente en su último mensaje al Congreso de los Estados Unidos, y á Vuestra Excelencia que contribuyó con su sabio consejo á proporcionar tan eficaz apoyo.

Tengo la honra de reproducir á usted, Excelentísimo Señor, las seguridades de mi más alta consideración.

M. DE AZPIROZ.

A Su Excelencia JOHN HAY,  
*etc., etc., etc.*

[Translation.]

MEXICAN EMBASSY,  
*Washington, March 7, 1902.*

YOUR EXCELLENCY: I had the honor last night to receive with your note No. 223 dated yesterday, two warrants of the United States Treasury for the amounts three hundred and thirty seven thousand five hundred and seventy two dollars seventy cents, and seventy five thousand dollars respectively, which together compose the sum of four hundred and twelve thousand, five hundred and seventy two dollars, seventy cents, payable to my order, in satisfaction of the total sum that the Government of Mexico delivered to the Government of the United States on account of the La Abra and Weil claims, that have been declared fraudulent, the restitution of said amount having been authorized by the Act of Congress approved February 14, last.

I forward to you my receipt, in triplicate, for the amount of said account.

In the name of my Government I perform the most agreeable duty of reiterating the deepest acknowledgment of the generosity with which the combined action of the three branches of the Union has given to this transaction a conclusion which could only be expected from the notable sense of justice and sincere friendship which serve as a rule of the relations happily cultivated between Mexico and the United States of America.

It is right to add that I esteem this favorable result for my Country due in great part to the special recommendation made by His Excellency the President in his last message to the Congress of the United States, and to Your Excellency who contributed by your wise counsel to afford such efficient support

I have the honor to express to you, Your Excellency, the assurances of my highest consideration.

M. DE AZPIROZ.

To His Excellency JOHN HAY,  
etc., etc., etc.

















